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Plaintiffs and Class Members*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL))	Master File No. C07-1827 SI
ANTITRUST LITIGATION)	
_____)	MDL No. 1827
)	
This Document Relates to:)	CLASS ACTION
)	
All Indirect-Purchaser Actions)	INDIRECT-PURCHASER PLAINTIFFS'
)	CONSOLIDATED AMENDED
)	COMPLAINT
)	
)	DEMAND FOR JURY TRIAL
)	
_____)	

Plaintiffs, indirect purchasers of thin film transistor liquid crystal display ("LCD") panels as defined below, on behalf of themselves and all other similarly-situated indirect-purchasers, for their Consolidated Amended Complaint against all defendants named herein, demand trial by jury of all claims properly triable thereby, and complain and allege as follows:

I. INTRODUCTION

1. This case arises out of a long-running conspiracy extending from at least January 1, 1996 through at least December 31, 2006 (“the Class Period”), among Defendants and their co-conspirators, with the purpose and effect of fixing, raising, and maintaining prices for LCD panels sold indirectly to Plaintiffs and other indirect purchasers throughout the United States.

2. Defendants and their co-conspirators formed an international cartel to illegally restrict competition in the LCD panel market, targeting and severely burdening indirect-purchasers throughout the United States. During the Class Period, the conspiracy affected billions of dollars of commerce throughout the United States. The conspiracy included communications and meetings in which Defendants agreed to eliminate competition and fix the prices for LCD panels. As a result of Defendants’ price fixing conspiracy, Plaintiffs have been injured in their business and property by paying more for LCD panels than Plaintiffs otherwise would have paid in the absence of Defendants’ conspiracy.

3. Plaintiffs bring this action seeking federal injunctive relief under Section 16 of the Clayton Act, 15 U.S.C. § 26 for violations of Section 1 of the Sherman Act, 15 U.S.C. § 1, and to recover damages under state antitrust, consumer protection, unfair trade, and/or deceptive trade practices laws, common law principles of restitution, disgorgement, unjust enrichment, as well as to recover the costs of suit, including reasonable attorneys fees, for the injuries that Plaintiffs and all others similarly situated sustained as a result of the Defendants’ conspiracy to fix, raise, maintain and stabilize the prices of LCD panels.

II. JURISDICTION AND VENUE

4. This action is brought under Section 16 of the Clayton Act (15 U.S.C. 26) to secure equitable relief against the defendants due to their violations of Section 1 of the Sherman Antitrust Act (15 U.S.C. 1), as well as under the antitrust and other laws of the State of California and other States listed herein to obtain restitution, recover damages, and to secure other relief against the defendants for violations of those laws.

5. This Court has subject matter jurisdiction of the federal antitrust claims asserted in

1 this action under Section 16 of the Clayton Antitrust Act (15 U.S.C. 26) and Title 28 United States
2 Code Sections 1331 and 1337, and Section 1 of the Sherman Act (15 U.S.C. 1). This Court has
3 subject matter jurisdiction of the state-law claims asserted in this action under Title 28, United
4 States Code Sections 1332(d) and 1367, in that the matter in controversy exceeds the sum of \$5
5 million exclusive of interest and costs, members of the indirect-purchaser plaintiff class are
6 citizens of states different from defendants, and certain defendants are citizens or subjects of
7 foreign states.

8 6. Venue is proper in this District pursuant to 15 U.S.C. § 22 and 28 U.S.C. § 1391,
9 because one or more of the Defendants reside, is licensed to do business, or is found or transacts
10 business in this District, and a substantial part of the events or omissions giving rise to the
11 Plaintiffs' claims arose in this District.

12 7. Defendants conduct business throughout the United States, including in this
13 jurisdiction, and they have purposefully availed themselves of the laws of the United States,
14 including specifically the laws of the state of California and the individual states listed herein.
15 Defendants' products are sold in the flow of interstate commerce, and defendants' activities had a
16 direct, substantial and reasonably foreseeable effect on such commerce.

17 8. Defendants' conspiracy to fix the price of LCD panels substantially affected
18 commerce throughout the United States and in each of the states identified herein because
19 defendants, directly or through their agents, engaged in activities affecting each such state.
20 Defendants have purposefully availed themselves of the laws of each of the states identified herein
21 in connection with their activities relating to the production, marketing, and sale of LCD panels.
22 Defendants produced, promoted, sold, marketed, and/or distributed LCD panels, thereby
23 purposefully profiting from access to indirect-purchaser consumers in each such state. Defendants
24 also contracted to supply or obtain goods or revenue related to the business for LCD panels. As a
25 result of the activities described herein, defendants:

- 26 a. Caused damage to the residents of the states identified herein;
- 27 b. Caused damage in each of the states identified herein by acts or omissions

committed outside each such states by regularly doing or soliciting business in each such state;

- c. Engaged in persistent courses of conduct within each such state and/or derived substantial revenue from the marketing of LCD panels or the products in which they are used in each such state (and services relating to such marketing); and
- d. Committed acts or omissions that they knew or should have known would cause damage (and did, in fact, cause such damage) in each such state while regularly doing or soliciting business in each such state, engaging in other persistent courses of conduct in each such state, and/or deriving substantial revenue from the marketing of LCD panels or the products in which they are used in each such state.

9. The conspiracy described herein affected adversely every person nationwide and in each of the states identified in this Complaint who indirectly bought defendants' LCD panels. Defendants' conspiracy has resulted in an adverse monetary effect on indirect-purchasers in each state identified herein.

10. Prices of LCD panels in each state can be manipulated by conspirators within that state, outside of it, or both. Without enforcing the antitrust and/or consumer protection laws of each of the states identified herein, companies that break the law will go unpunished. Defendants knew that commerce in each of the states identified herein would be adversely affected by implementing their conspiracy.

III. DEFINITIONS

11. As used herein, the phrase "LCD" means the LCD display technology that involves sandwiching liquid crystal between two glass plates.

12. As used herein, the phrase "LCD panel" refers to the particular kinds of LCD panels that are used in LCD products.

13. As used herein, the phrase "LCD products" means the following products of which

LCD panels are a component: televisions, computer monitors, and laptop computers.

14. As used herein, the term “OEM” means any original equipment manufacturer.

15. As used herein, the term “ODM” means any original design manufacturer.

16. As used herein, the term “Class Period” refers to the time period beginning January 1, 1996 and continuing at least until December 31, 2006.

IV. THE PARTIES

A. The Plaintiffs

17. During the Class Period, the following named Plaintiffs indirectly purchased LCD panels from one or more of the defendants named herein for end use and not for resale.

18. Plaintiff Robert Harmon, a resident of Arkansas, indirectly purchased LCD panels when he purchased computer monitors and was injured as a result of defendants’ illegal conduct.

19. Plaintiff Scott Friedson, a resident of Arizona, indirectly purchased an LCD panel when he purchased a television, and was injured as a result of defendants’ illegal conduct.

20. Plaintiff Timothy Lauricel, a resident of Arizona, indirectly purchased LCD panels when he purchased a computer monitor and a laptop and was injured as a result of defendants’ illegal conduct.

21. Plaintiff Joe Solo, a resident of California, indirectly purchased LCD panels when he purchased computer monitors, laptops, and a television, and was injured as a result of defendants’ illegal conduct.

22. Plaintiff Lisa Blackwell, a resident of California, indirectly purchased LCD panels when she purchased a laptop computer, a mobile phone, a television, and computer monitors, and was injured as a result of defendants’ illegal conduct.

23. Plaintiff Byron Ho, a resident of California, indirectly purchased an LCD panel when he purchased two computer monitors and a laptop, and was injured as a result of defendants’ illegal conduct.

24. Plaintiff Frederick Rozo, a resident of California, indirectly purchased an LCD panel when he purchased a laptop and a computer monitor, and was injured as a result of

1 defendants' illegal conduct.

2 25. Plaintiff EMW, Inc., a business located in California, indirectly purchased LCD
3 panels when it purchased two computer monitors, and was injured as a result of defendants' illegal
4 conduct.

5 26. Plaintiff Robert Kerson, a resident of California, indirectly purchased an LCD panel
6 when he purchased a television, and was injured as a result of the defendants' illegal conduct.

7 27. Plaintiff Steven Martel, a resident of California, indirectly purchased an LCD panel
8 when he purchased a television, and was injured as a result of defendants' illegal conduct.

9 28. Plaintiff Gail E. Feser, a resident of Washington D.C., indirectly purchased LCD
10 panels when she purchased a computer monitor and a laptop, and was injured as a result of
11 defendants' illegal conduct.

12 29. Plaintiff David Walker, a resident of Washington D.C., indirectly purchased LCD
13 panels when he purchased a computer monitor and a laptop, and was injured as a result of
14 defendants' illegal conduct.

15 30. Plaintiff Mauricio DeFrancisco, a resident of Florida, indirectly purchased LCD
16 panels when he purchased two televisions and a laptop computer, and was injured as a result of
17 defendants' illegal conduct.

18 31. Plaintiff Scott Eisler, a resident of Florida, indirectly purchased LCD panels when
19 he purchased a computer monitor and a television, and was injured as a result of defendants'
20 illegal conduct.

21 32. Plaintiff Robin Feins, a resident of Florida, indirectly purchased LCD panels when
22 she purchased two televisions, and was injured as a result of defendants' illegal conduct.

23 33. Plaintiff Janet Figueroa, a resident of Florida, indirectly purchased LCD panels
24 when she purchased a computer monitor and a television, and was injured as a result of
25 defendants' illegal conduct.

26 34. Plaintiff Gail Awakuni, a resident of Hawaii, indirectly purchased LCD panels
27 when she purchased a laptop computer and a computer monitor, and was injured as a result of
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1 defendants' illegal conduct.

2 35. Plaintiff John Okita, a resident of Hawaii, indirectly purchased LCD panels when
3 he purchased a laptop computer and a computer desktop, and was injured as a result of defendants'
4 illegal conduct.

5 36. Plaintiff Fred Waki, a resident of Hawaii, indirectly purchased an LCD panel when
6 he purchased a television, and was injured as a result of defendants' illegal conduct.

7 37. Plaintiff Ben Northway, a resident of Iowa, indirectly purchased an LCD panel
8 when he purchased a computer monitor, and was injured as a result of the defendants' illegal
9 conduct.

10 38. Plaintiff Peter Coyle, a resident of Kansas, indirectly purchased LCD panels when
11 he purchased a laptop computer, a computer monitor, and a television, and was injured as a result
12 of defendants' illegal conduct.

13 39. Plaintiff Rex Getz, a resident of Kansas, indirectly purchased an LCD panel when
14 he purchased a television, and was injured as a result of defendants' illegal conduct.

15 40. Plaintiff Kou Srimoungchanh, a resident of Kansas, indirectly purchased LCD
16 panels when he purchased computer monitors, televisions, and laptop computers, and was injured
17 as a result of defendants' illegal conduct.

18 41. Plaintiff Michael Ayers, a resident of Massachusetts, indirectly purchased LCD
19 panels when he purchased a laptop computer, and was injured as a result of defendants' illegal
20 conduct.

21 42. Plaintiff Christopher Murphy, a resident of Massachusetts, indirectly purchased
22 LCD panels when he purchased two televisions and a laptop computer, and was injured as a result
23 of defendants' illegal conduct.

24 43. Plaintiff Patricia Ronco, a resident of Maine, indirectly purchased an LCD panel
25 when she purchased a television, and was injured as a result of defendants' illegal conduct.

26 44. Plaintiff Gladys Baker, a resident of Michigan, indirectly purchased an LCD panel
27 when she purchased a laptop computer, and was injured as a result of defendants' illegal conduct.
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1 45. Plaintiff Judy Griffith, a resident of Michigan, indirectly purchased LCD panels
2 when she purchased a laptop computer, and was injured as a result of the defendants' illegal
3 conduct.

4 46. Plaintiff Ling-Hung Jou, a resident of Michigan, indirectly purchased an LCD panel
5 when he purchased a television, and was injured as a result of defendants' illegal conduct.

6 47. Plaintiff Martha Mulvey, a resident of Minnesota, indirectly purchased LCD panels
7 when she purchased a computer monitor, and was injured as a result of defendants' illegal
8 conduct.

9 48. Plaintiff William Fisher, a resident of North Carolina, indirectly purchased an LCD
10 panel when he purchased a television, and was injured as a result of defendants' illegal conduct.

11 49. Plaintiff Donna Jeanne Flanagan, a resident of North Carolina, indirectly purchased
12 LCD panels when she purchased a computer monitor, and was injured as a result of defendants'
13 illegal conduct.

14 50. Plaintiff Bob George, a resident of North Dakota, indirectly purchased LCD panels
15 when he purchased two televisions, and was injured as a result of defendants' illegal conduct.

16 51. Plaintiff Thomas Clark, a resident of New Mexico, indirectly purchased LCD
17 panels when he purchased a television and a laptop computer, and was injured as a result of
18 defendants' illegal conduct.

19 52. Plaintiff John David Kittleson, a resident of New Mexico, indirectly purchased
20 LCD panels when he purchased multiple televisions, and was injured as a result of defendants'
21 illegal conduct.

22 53. Plaintiff Walden Minoli, a resident of New Mexico, indirectly purchased LCD
23 panels when he purchased two televisions, and was injured as a result of defendants' illegal
24 conduct.

25 54. Plaintiff Marcia Weingarten, a resident of New Mexico, indirectly purchased LCD
26 panels when she purchased two digital camcorders and two computer monitors, and was injured as
27 a result of defendants' illegal conduct.

1 55. Plaintiff Richard Granich, a resident of Nevada, indirectly purchased LCD panels
2 when he purchased a computer monitor and a laptop computer, and was injured as a result of
3 defendants' illegal conduct.

4 56. Plaintiff Allen Kelley, a resident of Nevada, indirectly purchased an LCD panel
5 when he purchased a computer monitor, and was injured as a result of defendants' illegal conduct.

6 57. Plaintiff Tom DiMatteo, a resident of New York, indirectly purchased an LCD
7 panel when he purchased a computer monitor, and was injured as a result of defendants' illegal
8 conduct.

9 58. Plaintiff Erin Drew, a resident of New York, indirectly purchased an LCD panel
10 when she purchased a computer monitor, and was injured as a result of defendants' illegal
11 conduct.

12 59. Plaintiff Chris Ferencsik, a resident of New York, indirectly purchased an LCD
13 panel when he purchased a television, and was injured as a result of defendants' illegal conduct.

14 60. Plaintiff Oscar Cintron, a resident of Puerto Rico, indirectly purchased LCD panels
15 when he purchased a laptop computer and a television, and was injured as a result of defendants'
16 illegal conduct.

17 61. Plaintiff Carman Pellitteri, a resident of South Carolina, indirectly purchased an
18 LCD panel when he purchased a television, and was injured as a result of defendants' illegal
19 conduct.

20 62. Plaintiff Lynn Sweatman, a resident of South Carolina, indirectly purchased LCD
21 panels when she purchased a computer monitor and a television, and was injured as a result of
22 defendants' illegal conduct.

23 63. Plaintiff Christopher Bessette, a resident of South Dakota, indirectly purchased
24 LCD panels when he purchased a computer monitor and a television, and was injured as a result of
25 defendants' illegal conduct.

26 64. Plaintiff Chad Hansen, a resident of South Dakota, indirectly purchased LCD
27 panels when he purchased a television and a computer monitor, and was injured as a result of
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defendants' illegal conduct.

65. Plaintiff Scott Beall, a resident of Tennessee, indirectly purchased LCD panels when he purchased a computer monitor and a television, and was injured as a result of defendants' illegal conduct.

66. Plaintiff Dena Williams, a resident of Tennessee, indirectly purchased an LCD panel when she purchased a computer monitor, and was injured as a result of defendants' illegal conduct.

67. Plaintiff Ann Scott, a resident of Tennessee, indirectly purchased LCD panels when she purchased a laptop computer, two computer monitors, and a mobile phone, and was injured as a result of defendants' illegal conduct.

68. Plaintiff Robert Watson, a resident of Vermont, indirectly purchased LCD panels when he purchased a laptop computer.

69. Plaintiff Shawn Stern, a resident of Virginia, indirectly purchased an LCD panel when he purchased a television, and was injured as a result of defendants' illegal conduct.

70. Plaintiff Joe Kovacevich, a resident of Wisconsin, indirectly purchased LCD panels when he purchased a computer monitor and a television, and was injured as a result of defendants' illegal conduct.

71. Plaintiffs Jai and Amy Paguirigan, citizens of Wisconsin, indirectly purchased an LCD panel when they purchased a computer monitor, and were injured as a result of defendants' illegal conduct.

72. Plaintiff John Matrich, a resident of West Virginia, indirectly purchased an LCD panel when he purchased a computer monitor, and was injured as a result of defendants' illegal conduct.

73. Plaintiffs and the members of the Indirect-Purchaser Class were injured in their businesses or property as a result of defendants' illegal price-fixing agreement because they paid more for LCD products than they would have absent such illegal conduct.

B. The Defendants

1 74. AU Optronics Corporation, one of the largest manufacturers of LCD panels, with
2 its corporate headquarters at No. 1, Li-Hsin Rd. 2, Hsinchu Science Park, Hsinchu 30078, Taiwan,
3 is hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
4 sold and/or distributed LCD panels to customers throughout the United States.

5 75. AU Optronics Corporation America, Inc., a wholly owned and controlled subsidiary
6 of defendant AU Optronics Corporation, with its corporate headquarters at 9720 Cypresswood
7 Drive, Suite 241, Houston, Texas and facilities located in San Diego and Cupertino, California, is
8 hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
9 sold and/or distributed LCD panels to customers throughout the United States.

10 76. Defendants AU Optronics Corporation and AU Optronics Corporation America,
11 Inc. are referred to collectively herein as “AU Optronics.”

12 77. Chi Mei Corporation, another of the largest manufacturers of LCD panels, with its
13 corporate headquarters at No. 11-2, Jen Te 4th St., Jen Te Village, Jen Te, Tainan 717, Taiwan, is
14 hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
15 sold and/or distributed LCD panels to customers throughout the United States.

16 78. Chi Mei Optoelectronics Corporation, another of the largest manufacturers of LCD
17 panels and a wholly-owned subsidiary of Chi Mei Corporation, with its global headquarters at No.
18 3, Sec. 1, Huanshi Rd., Southern Taiwan Science Park, Sinshih Township, Tainan County, 74147
19 Taiwan, is hereby named as a defendant. During the Class Period, said defendant manufactured,
20 marketed, sold and/or distributed LCD panels to customers throughout the United States.

21 79. Chi Mei Optoelectronics USA, Inc., *fka* International Display Technolgy USA, Inc.,
22 a wholly owned and controlled subsidiary of Chi Mei Corporation, with its corporate headquarters
23 at 101 Metro Drive Suite 510, San Jose, California, is hereby named as a defendant. During the
24 Class Period, said defendant manufactured, marketed, sold and/or distributed LCD panels to
25 customers throughout the United States.

26 80. CMO Japan Co., Ltd., *fka* International Display Technology, Ltd., a subsidiary of
27 Chi Mei Corporation, with its principal place of business located at Nansei Yaesu Bldg. 3F, 2-2-10
28

1 Yaesu, Chuo-Ku, Tokyo 104-0028, Japan, is hereby named as a defendant. During the Class
 2 Period, said defendant manufactured, marketed, sold and/or distributed LCD panels to customers
 3 throughout the United States.

4 81. Defendants Chi Mei Corporation, Chi Mei Optoelectronics Corporation, Chi Mei
 5 Optoelectronics USA, Inc., and CMO Japan Co., Ltd., are referred to collectively herein as “Chi
 6 Mei.”

7 82. Chunghwa Picture Tubes Ltd. (“Chunghwa”), a leading manufacturer of LCD
 8 products, with its global headquarters at 1127 Hopin Rd., Padeh City, Taoyuan, Taiwan, is hereby
 9 named as a defendant. During the Class Period, said defendant manufactured, marketed, sold
 10 and/or distributed LCD panels to customers throughout the United States.

11 83. Epson Electronics America, Inc., with its principal place of business is located 2580
 12 Orchard Parkway, San Jose, CA 95131, is hereby named as a defendant. During the Class Period,
 13 said defendant manufactured, marketed, sold and/or distributed LCD panels to customers
 14 throughout the United States.

15 84. HannStar Display Corporation (“HannStar”), with its headquarters at No. 480,
 16 Rueiguang Road, 12th Floor, Neihu Chiu, Taipei 114, Taiwan, is hereby named as a defendant.
 17 During the Class Period, said defendant manufactured, marketed, sold and/or distributed LCD
 18 panels to customers throughout the United States.

19 85. Hitachi, Ltd., with its headquarters at 6-6 marunouchi 1-chome, Chiyoda-ku,
 20 Tokyo, 100-8280, Japan, is hereby named as a defendant. During the Class Period, said defendant
 21 manufactured, marketed, sold and/or distributed LCD panels to customers throughout the United
 22 States.

23 86. Hitachi Displays, Ltd., with its principal place of business located at AKS Bldg. 5F,
 24 6-2 Kanda Neribei-cho 3, Chiyoda-ku, Tokyo, 101-0022, Japan, is hereby named as a defendant.
 25 During the Class Period, said defendant manufactured, marketed, sold and/or distributed LCD
 26 panels to customers throughout the United States.

27 87. Hitachi Electronic Devices (USA), Inc., a wholly owned and controlled subsidiary
 28

1 of defendant Hitachi Ltd., with its principal place of business located at 575 Mauldin Road,
 2 Greenville, South Carolina 29607, is hereby named as a defendant. During the Class Period, said
 3 defendant manufactured, marketed, sold and/or distributed LCD panels to customers throughout
 4 the United States.

5 88. IPS Alpha Technology, Ltd., a wholly owned subsidiary of Hitachi, Ltd. which was
 6 created as a joint venture of Hitachi, Ltd., Toshiba Corporation and Matsushita Electric Industrial
 7 Co., with its principal place of business at 3732 Hayano, Moara-shi, Chiba 297-00037, Japan, is
 8 hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
 9 sold and/or distributed LCD panels to customers throughout the United States.

10 89. Defendants Hitachi Displays Ltd., Hitachi America Ltd., Hitachi Electronic
 11 Devices (USA), Inc. and IPS Alpha Technology, Ltd. are referred to collectively herein as
 12 “Hitachi.”

13 90. LG Philips LCD Co., Ltd., a leading manufacturer of LCD panels and a joint
 14 venture created in 1999 by Philips Electronics NV and LG LCD, which maintains offices within
 15 this District in San Jose, California, and which has its principal place of business located at 20
 16 Yoido-dong, Youngdungpo-gu, Seoul, 150-721, Republic of Korea, is hereby named as a
 17 defendant. During the Class Period, said defendant manufactured, marketed, sold and/or
 18 distributed LCD panels to customers throughout the United States.

19 91. LG Philips LCD America, Inc., with its principal place of business located at 150
 20 East Brokaw Rd., San Jose, CA 95112, is hereby named as a defendant. During the Class Period,
 21 said defendant manufactured, marketed, sold and/or distributed LCD panels to customers
 22 throughout the United States.

23 92. Defendant LG Philips LCD Co., Ltd. and LG Philips LCD America, Inc. are
 24 referred to collectively herein as “LG Philips.”

25 93. NEC Electronics America, Inc. is a wholly owned and controlled subsidiary of
 26 NEC Corporation, with its principal place of business at 2880 Scott Boulevard, Santa Clara,
 27 California and its manufacturing plant in Roseville, California, is hereby named as a defendant.

1 During the Class Period, said defendant manufactured, marketed, sold and/or distributed LCD
2 panels to customers throughout the United States.

3 94. NEC LCD Technologies, Ltd., a wholly owned and controlled subsidiary of NEC
4 Corporation, with its principal place of business located at 1753 Shimonumabe, Nakahara-Ku,
5 Kawasaki, Kanagawa, 211-8666, Japan, is hereby named as a defendant. During the Class Period,
6 said defendant manufactured, marketed, sold and/or distributed LCD panels to customers
7 throughout the United States.

8 95. Defendants NEC Electronics America, Inc., and NEC LCD Technologies, Ltd. are
9 referred to collectively herein as “NEC.”

10 96. Samsung Electronics Co., Ltd., with its principal place of business at Samsung
11 Main Building, 250-2 ga, Taepyung-ro Chung-gu, Seoul, Republic of Korea, is hereby named as a
12 defendant. During the Class Period, said defendant manufactured, marketed, sold and/or
13 distributed LCD panels to customers throughout the United States.

14 97. Samsung Semiconductor, Inc., a wholly-owned and controlled subsidiary of
15 Samsung Electronics Co., Ltd., with its principal place of business at 3655 North First Street, San
16 Jose, California 95134, is hereby named as a defendant. During the Class Period, said defendant
17 manufactured, marketed, sold and/or distributed LCD panels to customers throughout the United
18 States.

19 98. Defendants Samsung Electronics Co., Ltd. and Samsung Semiconductor, Inc. are
20 referred to collectively herein as “Samsung.”

21 99. Sharp Corporation, with its principal place of business at 22-22 Nagaike-cho,
22 Abeno-ku, Osaka 545-8522, Japan, is hereby named as a defendant. During the Class Period, said
23 defendant manufactured, marketed, sold and/or distributed LCD panels to customers throughout
24 the United States.

25 100. Sharp Electronics Corporation, a wholly owned and controlled subsidiary of Sharp
26 Corporation with its principal place of business at Sharp Plaza, Mahwah, New Jersey, 07430, is
27 hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
28

1 sold and/or distributed LCD panels to customers throughout the United States.

2 101. Defendants Sharp Corporation and Sharp Electronics Corporation are referred to
3 collectively herein as “Sharp.”

4 102. Toshiba Corporation, with its principal place of business at 1-1, Shibaura 1-chome,
5 Minato-ku, Tokyo, 105-8001, Japan, is hereby named as a defendant. During the Class Period,
6 said defendant manufactured, marketed, sold and/or distributed LCD panels to customers
7 throughout the United States.

8 103. Toshiba Matsushita Display Technology Co., Ltd., with its principal place of
9 business located at Rivage Shinagawa, 1-8, Konan 4-chome, Minato-ku, Tokyo, 108-0075, Japan,
10 is hereby named as a defendant. During the Class Period, said defendant manufactured, marketed,
11 sold and/or distributed LCD panels to customers throughout the United States.

12 104. Toshiba America Electronic Components, Inc., a wholly owned and controlled
13 subsidiary of defendant Toshiba Corporation with its corporate headquarters at 19900 Macarthur
14 Blvd., Ste. 400, Irvine, CA 92612, is hereby named as a defendant. During the Class Period, said
15 defendant manufactured, marketed, sold and/or distributed LCD panels to customers throughout
16 the United States.

17 105. Defendants Toshiba Corporation, Toshiba Matsushita Display Technology Co.,
18 Ltd., and Toshiba America Electronic Components, Inc. are referred to collectively herein as
19 “Toshiba.”

20 **C. Co-Conspirators**

21 106. Various persons and entities, whose identities are at this time unknown to plaintiffs,
22 participated as co-conspirators in the violations alleged herein and performed acts and made
23 statements in furtherance thereof. When plaintiffs learn the identities of such co-conspirators,
24 plaintiffs will seek leave to amend this complaint to add such co-conspirators as defendants.

25 107. The acts charged in this Complaint have been done by defendants and their co-
26 conspirators, or were authorized, ordered, or done by their respective officers, agents, employees,
27 or representatives while actively engaged in the management of each defendant’s business or
28

1 affairs.

2 108. Each of the defendants named herein acted as the agent or joint venturer of or for
3 the other defendants with respect to the acts, violations and common course of conduct alleged
4 herein. Each defendant that is a subsidiary of a foreign parent acts as the United States agent for
5 LCD panels made by its parent company.

6 **V. NATURE OF TRADE AND COMMERCE**

7 **A. LCD Panels.**

8 109. LCD is a type of display technology utilized in products including TVs, computer
9 monitors, laptops, mobile phones, digital cameras, and numerous other electronic products. LCD
10 panels are the dominant form of display screen in the TV, computer monitor, and laptop industries.
11 Computer monitors now comprise approximately 50% of revenues for the large LCD products
12 market, with TVs and laptop computers accounting for approximately 27% and 21% of revenues,
13 respectively. All other LCD products combined accounted for between 2-5% of LCD panel
14 revenues during the Class Period.

15 110. LCD technology offers benefits over both traditional cathode-ray tube (CRT)
16 technology and the other flat screen technology, commonly called “plasma.” LCD is thin and light
17 and uses low power. Thus, unlike CRTs, which are heavy and bulky, LCD panels can fit into a
18 laptop and permit mobility. Because a CRT is so bulky, CRTs have never been used in laptop
19 computers. For TVs and monitors, LCD panels use less space than traditional CRT technology
20 can be mounted on a wall because of their light weight, and offer superior viewing angles.

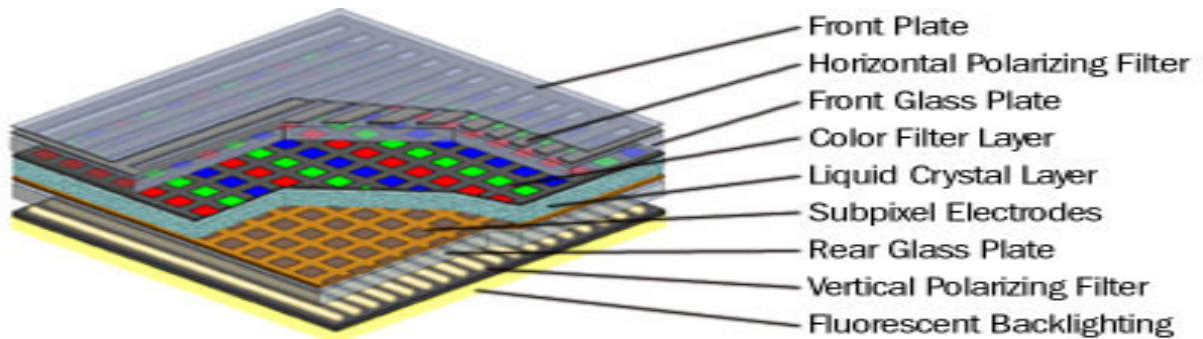
21 111. The other flat panel technology, plasma, is not practical for use in laptops.
22 Because plasma has a high power requirement, it “runs hot” and cannot be operated by battery
23 power. In addition, because of problems called “burn-in” and the fragility of the plasma panel
24 itself, plasma has not been used in the laptop market. Thus, normally only LCD panels are used to
25 make laptops.

26 112. LCD technology dominates the flat panel market. It has virtually 100% market
27 share for laptops and flat panel computer monitors, and at least 80% market share for flat panel
28

1 TVs.

2 **B. Manufacturing An LCD panel.**

3 113. LCD technology was first invented in the 1960s and thereafter developed for
4 commercial use in laptop computers by 1991. LCD uses liquid crystal to control the passage of
5 light. More specifically, an LCD panel is made of two glass sheets sandwiching a layer of liquid
6 crystal. The front glass sheet is fitted with a color filter, while the back glass substrate has
7 transistors fabricated on it. When voltage is applied to a transistor, the liquid crystal is bent,
8 allowing light to pass through to form a pixel. The front glass sheet contains a color filter, which
9 gives each pixel its own color. The combination of these pixels in different colors forms the image
10 on the panel.



19 114. There are significant manufacturing and technological barriers to entry in the LCD
20 products market. A state-of-the-art fabrication plant can cost upwards of \$2 billion, and changing
21 technology requires constant research and development investment. The most expensive material
22 used to make an LCD panel is the glass. In industry language, glass sizes advance in what are
23 called “generations.” These generation sizes have developed at a rapid pace, continuing to expand
24 in size.

1 115. Generally, materials make up approximately 66% of the cost of LCD panels.

2 116. LCD panels are manufactured by defendants in large fabrication plants called
3 “fabs.”

4 117. Since 2000, glass substrate size for LCD panels has approximately doubled every
5 1.5 years. Large-generation glass offers great economies of scale: larger sheets allow display
6 manufacturers to produce more, and larger, panels from a single substrate more efficiently.

7 118. Today’s eighth generation glass substrates have about four times the surface area of
8 fourth generation substrates, which means they yield more (and larger) LCD panels. For instance,
9 one eighth generation substrate can produce the panels needed for fifteen 32” LCD televisions.
10 Larger sheets of glass reduce manufacturing costs. For example, panel costs were approximately
11 \$20/inch for fourth generation fabs, falling to \$10/inch for fifth generation fabs, and then falling
12 another 80% to the eighth generation.

13 119. There have been at least eight generations of LCD fabs, each requiring significant
14 new investment. Because building a new fabrication line or retrofitting the old line, is very
15 expensive, and because the glass is nearly all sourced from the same supplier, Corning
16 Incorporated, LCD panel manufacturers use standard sizes for their products. Thus, for the major
17 input cost, each has the same supplier. A fab line that works with one size glass cannot switch
18 over to another size without substantial retrofitting.

19 120. Additionally, because the fabrication plants are most efficient when they cut
20 standard sizes for panels, different manufacturers with different generation fabs seek to make only
21 the most efficient size panels for that fab. For example, a fab that makes 730 mm x 920mm glass
22 sheets can cut that sheet to make exactly six 17” LCD panels. A fab that uses 680mm x 880mm
23 glass can cut exactly six 15” panels from that glass. But a 730 mm x 920mm glass sheet can only
24 yield two 17” panels, with the rest of the glass as waste. Thus, when defendants need other panel
25 sizes not efficiently made by their fabs, they cross-purchase from each other. For example,
26 Defendant LG Philips supplies certain size panels to other defendants, and, in turn, buys other size
27 panels from Chunghwa, Chi Mei, and AU Optronics. Hannstar and Chunghwa have an agreement
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whereby Chunghwa supplies 17" panels to Hannstar and Hannstar supplies 19" panels to Chunghwa. Samsung has a joint venture with Sony to supply each other with LCD panels, but Samsung also purchases panels from AU Optronics and Hannstar. Hannstar makes panels for Hitachi and Panasonic. Chunghwa makes panels for AU Optronics and Mitsubishi, and Chi Mei both make panels for Sharp and Toshiba, as well as Panasonic and Sanyo.

121. These cross-licensing and cross-purchasing agreements provide opportunities for collusion and coordination among members, as well as a means of checking, agreeing on, and controlling prices and output, not only *a priori*, but *a posteriori* in order to detect cheating on agreements to limit output and fix prices. Antitrust risk is also particularly acute when there are cooperative efforts to develop, design, implement, and license certain technologies, as exist in the LCD products market.

122. There is a great deal of cross-licensing and there are many cooperative arrangements in the LCD products market, all of which create additional opportunities for collusive activity. For example, defendants Samsung, and LG Philips recently agreed to an unprecedented level of cooperation in conducting their flat-panel display businesses. In addition, with respect to LCD products:

- Defendant Chi Mei has licensing arrangements with defendants Sharp, AU Optronics, Chunghwa, HannStar, and Hitachi.
- Defendant AU Optronics has licensing agreements with defendants Sharp and Samsung.
- Defendant Hitachi has a joint venture with, *inter alia*, Toshiba called IPS Alpha.
- Defendant Sharp makes LCD panels for defendant Toshiba.
- Defendant NEC has a joint venture with Mitsubishi.

123. These combinations are between significantly large rivals and not trivial. The effects of these combinations substantially lessen competition and/or tend to create a monopoly, and were used as part and parcel of the conspiracy and in furtherance of it.

C. The Size And Structure Of The Markets For LCD Panels And LCD Products.

124. The market for LCD panels is huge. Manufacturers produced approximately 48.4 million LCDs for televisions in 2006, and flat-panel sales – most of those using LCD technology – reached approximately \$US 88 billion in 2006 and \$US 100 billion in 2007.

125. The market for the manufacture and sale of LCD panels is conducive to the type of collusive activity alleged herein. Throughout the Class Period, defendants collectively controlled a significant share of the market for LCD panels, both globally and in the United States. Specifically, the top six companies (Samsung, LG Philips, Chi Mei, AU Optronics, Sharp and Chunghwa) currently control approximately 80% of the LCD panels market. As such, the defendants' conspiracy to fix the price of LCD panels substantially affected interstate trade and commerce in the LCD products market.

126. The LCD panels industry has experienced significant consolidation during the Class Period, as reflected by AU Optronics' acquisition of Quanta Display, the creation in 2001 of AU Optronics itself through the merger of Acer Display and Unipac Electronics, Fujitsu Limited's transfer of its LCD business to Sharp in 2005, the merger of the LCD operations of Toshiba and Matsushita into one entity, defendant Toshiba Matsushita Display Co., Ltd., in 2002, and the joint venture for the production of LCD panels for televisions by Hitachi, Toshiba, and Matsushita in 2004.

127. A number of the defendants and/or their corporate parents or subsidiaries, including Samsung, Hitachi, NEC, Epson, Sharp, and Toshiba, have either pled guilty to, or are currently being investigated by the U.S. Department of Justice for entering into one or more price-fixing agreements in other closely-related industries similar to that alleged herein. Such industries include dynamic random access memory ("DRAM") computer chips, static random access memory ("SRAM") computer chips, and NAND chips or flash memory ("Flash"). The DRAM, SRAM, and Flash industries are oligopoly industries dominated by many of the same defendants as in the LCD panel industry, which has a similar oligopoly structure. The defendants' entry into express price-fixing agreements in other computer electronics markets demonstrates that the oligopoly structure of those industries has not in itself been sufficient to achieve price uniformity

1 and output controls, but that agreement among the market participants has been required to
2 achieve price uniformity and output controls. Such evidence tends to exclude the possibility that
3 price uniformity in the LCD panel industry, which is similar to the DRAM, SRAM, and Flash
4 industries and includes some of the same defendants is merely a result of normal market forces,
5 rather than express agreement.

6 128. Notably, LCD panels are the largest product by revenue for many of these
7 defendants. For example, in 2005, the LCD panel industry was nearly double the size of the
8 DRAM market.

9 129. Products using medium-size and large LCD panels, such as televisions, desktop
10 monitors, and computers, in 2004, made up 90% of the revenues for LCD panel makers.

11 130. Direct purchasers buy LCD panels in order to include them as components in TVs,
12 computer monitors, laptops, and other electronic products.

13 131. The largest direct purchasers of LCD panels are computer OEMs such as Dell, HP,
14 Apple, and Gateway. Significantly, a number of the defendants are also computer and/or
15 television OEMs, such as Toshiba, Samsung, and NEC (computers) and Samsung, Sharp, and
16 Toshiba (televisions).

17 132. LCD panels have no independent utility, and have value only as components of
18 other products, such as TVs, computer monitors, and laptops. The demand for LCD panels thus
19 directly derives from the demand for such products.

20 133. The market for LCD panels and the market for the products into which they are
21 placed are inextricably linked and intertwined because the LCD panel market exists to serve the
22 LCD products markets. The market for LCD panels and the markets for the products in which
23 LCD panels are placed are, for all intents and purposes, inseparable in that one would not exist
24 without the other.

25 134. Plaintiffs and the indirect purchaser class members have participated in the market
26 for LCD panels through their purchases of products containing such panels. The defendants'
27 unlawful conspiracy has inflated the prices at which plaintiffs and other indirect purchasers have
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1 bought products made with LCD panels, and plaintiffs and the members of the indirect-purchaser
 2 classes alleged herein have been injured thereby and paid supracompetitive prices for LCD panels
 3 contained in such products.

4 135. Plaintiffs and the indirect-purchaser class members participate in the market for
 5 products containing LCD panels. To the extent plaintiffs and indirect purchasers bought LCD
 6 panels as part of an LCD product, defendants' unlawful conspiracy inflated the prices at which
 7 OEMs resold LCD panels in these products.

8 136. Consumers, including plaintiffs, are injured by paying supracompetitive prices for
 9 products containing LCD panels.

10 VI. VIOLATIONS ALLEGED

11 137. During the class period, defendants and their co-conspirators have agreed,
 12 combined, and conspired artificially to raise, maintain, and stabilize the prices at which LCD
 13 panels have been sold directly and indirectly in the United States at artificial levels.

14 138. Since at least 1996, the LCD panel market has not behaved as would be expected of
 15 a competitive market free of collusion. Rather, the behavior in this market strongly evidences that
 16 the defendants engaged in a significant price-fixing conspiracy that had the purpose and effect of
 17 unnaturally stabilizing and raising prices for LCD panels.

18 139. After initially being introduced into a market, consumer electronics products and
 19 their component parts typically are characterized by steady downward pricing trends. However,
 20 since at least 1996, the LCD panel market has been characterized by unnatural price stability and
 21 certain periods of substantial upward pricing trends.

22 140. Moreover, since at least 1996, the LCD panel market has not followed the basic
 23 laws of supply and demand in a competitive market. In a competitive market, price increases
 24 normally occur during shortage periods. Since at least 1996, however, there have been significant
 25 price increases in the LCD panel market during periods of both oversupply and shortage.

26 141. It is generally acknowledged that demand for consumer electronic products and
 27 their component parts increases steadily over time. As would be expected, demand for LCD
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1 panels and products made with them were steadily and substantially increasing throughout the
2 Class Period. For instance, a June 2006 forecast indicated that 2006 shipments of LCD panels
3 used in televisions would reach 46.7 million units, a 74 % increase from 2005. By 2009, sales of
4 LCD televisions are expected to surpass sales of CRT televisions for the first time; and by 2010,
5 LCD televisions will account for a majority of all televisions sold worldwide.

6 142. Rather than competing for this increased demand, however, since at least 1996,
7 defendants worked together to stabilize prices by agreeing to fix prices at artificially high levels
8 and to restrict the supply of LCD panels through, among other things, decreasing their capacity
9 utilization and refraining from expanding existing capacity. Those Defendants which were not
10 already manufacturing LCD panels in 1996 joined this conspiracy when they began manufacturing
11 LCD panels.

12 143. In 1996, the LCD panel market was experiencing excess supply and drastic price
13 cuts. Prices had already fallen 40 to 50 percent in 1995, and were projected to continue dropping
14 due to lower manufacturing costs. However, LCD panel prices began rising in 1996, allegedly due
15 to insufficient production capacity. In fact, defendants were fixing the prices.

16 144. During this period, defendants located in Japan who were manufacturing LCD
17 panels at the time began to partner with those located in Taiwan to trade technology and
18 collaborate on supply. Japanese engineers were lent to Taiwanese firms, and Taiwanese output
19 was shipped to Japan. This mutually beneficial relationship between purported competitors
20 continued into 1999.

21 145. The reverse in the downward spiral of LCD panel prices began in early 1996.
22 Defendants blamed the sudden increase in prices on an alleged inability to supply enough LCD
23 panels to meet demand. By May of 1996, an industry magazine was reporting that, “[f]lat-panel-
24 display purchasers are riding a roller coaster of pricing in the display market, with no clear
25 predictability anytime soon Perplexed purchasers trying to keep up with the gyrating market
26 can take solace that even vendors are constantly being surprised by the sudden twists and turns.”

27 146. Soon thereafter, industry analysts began commenting on the unusual rise in TFT-
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1 LCD panel prices, noting that this rise in prices was “quite rare in the electronics industry.”

2 147. 1996 also brought the advent of third generation fabs. Since 1996, as defendants
3 entered the LCD panel market, they have updated their production facilities for LCD panels in
4 order to keep pace with developing technology, which has resulted ultimately in at least eight
5 generations of LCD panels. LG Electronics was scheduled to have its third generation fab online
6 by 1997, and Hyundai was scheduled to do so by early 1998. Each new LCD panel generation
7 was produced from ever larger pieces of glass, so as to reduce the cost of the screens used in
8 televisions, computer monitors, and laptops. Ever-increasing production capacity threatened to
9 outstrip demand for LCD panels, with the result that prices of LCD panels should have decreased
10 rapidly. Instead, Defendants falsely claimed to be operating at full capacity and unable to meet
11 demand, despite the millions of units of over-capacity that had supposedly existed months earlier,
12 and prices surged upwards. These price increases were also inconsistent with the fact that
13 production had become more efficient and cost effective.

14 148. The artificially high costs of LCD panels during the Class Period are demonstrated
15 by, *inter alia*, the fact that costs were decreasing. One of the most significant costs in producing
16 an LCD panel is the cost of its component parts. Some of the major component parts for an LCD
17 panel include the backlight, color filter, PCB polarizer, and glass. Indeed, for large area LCD
18 panels, the costs of these components comprise over two-thirds of the total cost of production.
19 During the Class Period, the costs of these components collectively and individually have been
20 generally declining, and in some periods at a substantial rate. Thus, the gap between LCD panel
21 manufacturers’ prices and their costs was unusually high during the Class Period.

22 149. For example, during the end of 2001 and 2002, LCD panel prices increased
23 substantially while the costs to produce these panels remained flat or decreased. Similarly, during
24 the end of 2003 to 2004, LCD panel prices again increased by a substantial amount, while costs
25 remained flat or decreased. This economic aberration is the intended and necessary result of
26 defendants’ conspiracy to raise, fix, maintain, or stabilize the prices of LCD panels.

27 150. Additionally, defendants made repeated public statements admitting to or
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1 referencing their agreement to fix LCD panel prices through supply manipulation.

2 151. Thereafter, LCD panel prices increased for the first time in 2001 by more than 5%
3 in October 2001. These price increases continued until June of 2002, resulting in an
4 approximately 35% increase in the average selling price of 15-inch LCD panels.

5 152. These price increases were the result of defendants' agreement to fix, raise, and
6 maintain LCD panel prices. When asked why prices had increased, however, defendants
7 repeatedly explained that the increases in LCD prices were due to increased demand and a "supply
8 shortage."

9 153. These price increases occurred as production costs declined due to lower prices for
10 parts and components as well as improvements in manufacturing efficiency. While the price of
11 15-inch LCD panels, for instance, shot up from US\$190-200 in the third quarter of 2001 to
12 US\$250 in the first quarter of this year, current production costs remained at approximately
13 US\$200. These decreasing costs should have led to lower prices and competition among
14 defendants. Instead, because defendants had entered into an agreement to fix, raise, and maintain
15 LCD panels at artificially high levels, it resulted in extremely high profits. For example,
16 defendants AU Optronics Inc., Chi Mei Optoelectronics Corp., Chunghwa Picture Tubes Ltd., and
17 HannStar Display Inc. posted higher pretax profits than expected in the first quarter of 2002. AU
18 Optronics reported revenue of NT\$19.7 billion in the first quarter, with pretax profit reaching
19 about NT\$2 billion. Chi Mei Optoelectronics reported pretax earnings of NT\$800 million on
20 revenue of about NT\$8.8 billion at the same period.

21 154. This increase in prices and revenue was unprecedented. During the first six months
22 of 2002, revenue for Taiwan's five major LCD panel manufacturers (defendants AU Optronics,
23 Chi Mei, Chunghwa Picture Tubes Ltd., HannStar Display Inc., and Quanta Display Inc. (later
24 purchased by AU Optronics) rose 184% from the same period in 2001.

25 155. On or about January 20, 2003, Hsu Wen-lung, the Chairman of defendant Chi Mei
26 Optoelectronics stated that "both Taiwanese and South Korean TFT-LCD panel makers should
27 avoid the fierce price competition and build a money-making environment. To this end, both sides
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1 are recommended to exchange market information periodically.”

2 156. It was not necessary to specifically invite cooperation with the Japanese
3 manufacturers, as they already had close working relationships with their Taiwanese counterparts.
4 As noted earlier in the Complaint, Taiwan’s LCD panel makers already had established ties with
5 their Japanese counterparts, including HannStar (with Hitachi), Chi Mei (with NEC), AU
6 Optronics (with Fujitsu), Quanta Display (with Sharp) and Chunghwa (with Mitsubishi).

7 157. Again, on January 29, 2003, K.Y. Lee, the Chairman of defendants AU Optronics
8 publicly stated that “the local TFT-LCD industry should move to set up a reasonable and healthy
9 pricing strategy thus avoiding the price fluctuations.”

10 158. These public statements and the agreement among the defendants they reference
11 had their intended effect. Soon after these public statements were made, the defendants instituted
12 a new round of LCD panel price increases. Prior to January of 2003, LCD prices had been
13 declining. Thereafter, however, they increased for five consecutive quarters in 2003 and 2004,
14 spiking significantly. LCD panels used in laptops and computer monitors increased by as much as
15 21-28 percent during this time period. Defendant AU Optronics reported that the price for certain
16 of its LCD panels increased 28 percent between the second quarter of 2003 and the second quarter
17 of 2004. Similarly, defendant LG Philips reported that its pricing increased by 21 percent over the
18 same period.

19 159. These prices resulted in similarly substantial increases in the profits reaped by the
20 LCD panel manufacturers. For example, the eight largest LCD panel manufacturers reported a
21 collective profit increase of 740 percent between the second quarter of 2003 and the second
22 quarter of 2004. These record profits resulted from defendants’ collective action to fix, raise,
23 maintain or stabilize the price of LCD panels.

24 160. These price increases were the direct result of defendants’ agreement to fix, raise,
25 and maintain the price of LCD panels. Defendants, however, repeatedly made public statements
26 explaining these price increases on other factors. For example, at an August 2003 flat panel
27 industry conference sponsored by DisplaySearch, Dr. Hui Hsiung, executive vice president of
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1 defendant AU Optronics, explained the recent increases in the price of LCD panels was due to
2 increased demand and supply shortage. In March of 2004, Liu Chih-chun, vice president of
3 Chunghwa Picture Tubes Ltd., blamed the high prices during public statements on an inadequate
4 supply of key parts from upstream suppliers.

5 161. In fact, while LCD panel prices were increasing in late 2003 and the first half of
6 2004, defendants AU Optronics, CMO, and HannStar were decreasing capacity utilization. AU
7 Optronics delayed construction of a new generation plant to help prices increase. Similarly, while
8 LCD panel prices were increasing in 2003 and 2004, LCD panel manufacturers' capacity growth
9 rate was decelerating. Defendants' artificial supply restriction had the purposeful effect of fixing,
10 raising, maintaining, or stabilizing LCD panel prices at artificially high levels.

11 162. Reducing production capacity is not something an LCD panel manufacturer would
12 do unless its competitors were doing so as well. As AU Optronics executive Hsu Hsiung himself
13 would later note when discussing defendants' cuts in production capacity in public statements
14 made at a May 2006 annual international conference on Taiwan's flat panel display industry,
15 reducing production capacity pushes an LCD panel manufacturer's fixed production costs up, and
16 is not effective in fixing or maintaining the price of LCD panels unless the other defendants do so
17 as well. Yet, as Mr. Hsiung himself noted in those public statements, an increase of 2 to 3 percent
18 of AU Optronics' fixed production costs was preferable to a drop of 15 to 20 percent in LCD panel
19 price.

20 163. Defendants' public statements admitting to their agreement to fix, maintain, and
21 stabilize LCD panel prices continued. In late 2004, panel makers in Taiwan were reported to
22 "agree the ultimate solution" to keep supply and demand in their favor was to "involve closer
23 cooperation." For example, Chi Mei's Chairman, C.H. Lin, noted that mergers were not likely
24 because of the large size of the companies in the industry, but he encouraged "a new era of mutual
25 cooperation." He noted that the Japanese companies Toshiba and Panasonic had done so, as had
26 Samsung and Sony.

27 164. These public statements referenced an agreement among Defendants to fix prices,
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1 and resulted in, among other things, a temporary halt in the expansion of production capacity
2 among defendants. Because of this illegal agreement to fix, raise, and maintain LCD panel prices,
3 defendants were able to maintain LCD panel prices at artificially high levels in 2005.

4 165. On a November 25, 2005 conference call with investors, Dr. Hui Hsiung, executive
5 vice president of defendant AU Optronics, admitted to conspiring with other LCD panel
6 manufacturers to artificially increase the LCD panel prices. Discussing the “undersupply/
7 oversupply” of LCD panels, he noted “there’s various actions we can take such as slightly reduce
8 the capacity loading or shift the product mix,” but predicted that, with respect to supply levels,
9 “we will see some parity among different panel suppliers” in 2006.” In response to a question
10 about what AU Optronics would do if demand turned out to be weaker than expected, Dr. Hsiung
11 stated:

12 Our policy, our strategy, has always been minimizing our inventory and that
13 turned out to be quite successful in the past few years by keeping the
14 inventory lower. *And I think in the past we did have some problem*
15 *convincing our competitors doing the same thing. But in recent months,*
16 *especially this year, actually, it did start to happen.* I think that the industry
understand [sic] the benefit of keeping capacity low. Again, even if the
scenario does happen that we have a 5% over capacity this is not the drastic
action to reduce about 5% of the loading. . . . So, we think the industry
become [sic] more mature. That is precisely what our competitors would
do.

17 166. Similarly, a November 3, 2005, Samsung presentation, available on its website,
18 stated that “it was possible to secure a reasonable amount of profit while following industry
19 leaders” during the Class Period. This too constituted a public signal and invitation to the other
20 defendants to fix prices by restricting output.

21 167. Thereafter, in the spring of 2006, at a conference of manufacturers of LCD panels
22 in Taiwan, Dr. Hsiung publicly stated that the defendants should collectively look at cutting back
23 on production from 100 percent to at least 85 percent. Otherwise, Mr. Hsiung said, if supply
24 outpaced demand, manufacturers would be forced to cut prices. This was an express invitation to
25 reduce output in order to raise, fix, stabilize, and peg the prices of LCD panels and LCD products.

26 168. In June of 2006, Mr. Hsiung told the *Wall Street Journal* that AU Optronics had cut
27 production of LCD panels because of bloated inventories, a move that could bring more stability to
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1 LCD panel prices by the third quarter if other companies followed suit. Mr. Hsiung also told the
2 *Wall Street Journal*, “You have to have discipline every month to adjust inventory. If others
3 follow, that will help prices stabilize by the third quarter.” Mr. Hsiung further said that buildup of
4 LCD panel inventories led to a bigger than expected decline in prices recently. He urged other
5 LCD panel makers to stop building up inventory during periods of oversupply. “Supply and
6 demand balance can be maintained during a period of overcapacity if ‘fab’ loading is reduced by
7 only 5 percent to 10 percent,” he said, adding that a slight reduction would increase unit fixed
8 costs by only 2 percent to 3 percent. Mr. Hsiung stated that AU Optronics was making efforts to
9 cut manufacturing costs to prevent margin erosion. He added that further mergers and acquisitions
10 were needed in the LCD panels industry to help stabilize prices. The foregoing statements were
11 reported by the *Wall Street Journal* on June 15, 2006, in an article entitled “AU Optronics Cuts
12 LCD Output in Bid to Stabilize Falling Prices.” When Mr. Hsiung made these statements to the
13 *Wall Street Journal*, he knew and intended that they would be publicly reported and would become
14 known to all of the defendants; and, in making these statement, he intended to send a signal and an
15 invitation to the other defendants to cut production in order to raise, fix, stabilize, and peg prices
16 of LCD panels and LCD products.

17 169. Mr. Hsiung made his comments to the *Wall Street Journal* after defendant LG
18 Philips LCD publicly announced that it was lowering its outlook for the second quarter because of
19 high inventories of LCD panels. The President of defendant LG Philips LCD, Ron Wirahadiraksa,
20 publicly stated on June 12, 2006, that the company would review its capacity plans for 2006.
21 These statements were also signals and an invitation to the other defendants to curtail production
22 of LCD panels and LCD products and thereby raise, fix, stabilize, and peg prices for LCD panels
23 and LCD products.

24 170. Thereafter, Defendants announced plans to cut back production. In the second half
25 of 2006, LG Philips announced plans to cut its capacity expansion by two thirds; AU Optronics
26 Corp announced plans to cut capital expanse by 30% to 40%; Chi Mei announced plans to delay
27 the mass-production date of its newest production plant; and HannStar adopted a “build to order”
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1 mode. These public statements and actions allowed defendants to continue to fix, maintain, and
 2 stabilize the price of LCD panels at artificially high levels.

3 171. Defendants had ample opportunities for collusion when they met and discussed
 4 pricing at various industry trade shows where all major participants in the LCD products industry
 5 were present. For example, on June 20 and June 21, 2001, a Market Seminar meeting was held at
 6 National Chiao Tung University, Hsinchu, Taiwan. The meeting was co-sponsored by
 7 DisplaySearch and the industry trade group, Semiconductor Equipment and Materials Institute
 8 ("SEMI"). The agenda stated that "this year's seminar will be expanded to two days and cover all
 9 major FPD [flat panel display] applications including notebook PCs, desktop monitors, LCD TVs,
 10 mobile phones, PDAs and internet appliances. Also covered will be the TFT LCD supply and
 11 demand, pricing, component shortages and the TFT LCD equipment and materials markets. In
 12 addition to DisplaySearch analysts, leading executives from FPD producers, OEMs, brands and
 13 equipment and materials suppliers are expected to be present."

14 172. Most, if not all, of the defendants were represented at this seminar at which
 15 discussions regarding LCD panel supply and pricing were held.

16 173. The express invitations to collude referred to hereinabove were in fact accepted,
 17 agreed to, and acted upon by the defendants, who, during the Class Period, repeatedly and
 18 continuously jointly and collusively limited output of LCD panels in order to raise, fix, and
 19 stabilize prices of LCD panels and LCD products, each defendant knowing and understanding that
 20 the other defendants had agreed to do likewise and were doing likewise.

21 174. Defendants, through their officers, directors and employees, effectuated a contract,
 22 combination, trust or conspiracy between themselves and their co-conspirators by, among other
 23 things:

- 24 a. Participating in meetings and conversations to discuss the prices and supply
- 25 of LCD panels in the United States;
- 26 b. Agreeing to manipulate the prices and supply of LCD panels sold in the
- 27 United States in a manner that deprived direct and indirect purchasers of
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1 free and open competition;

2 c. Issuing price announcements and quotations in accordance with the
3 agreements reached; and

4 d. Selling LCD panels to various customers in the United States at fixed, non-
5 competitive prices.

6 **VII. THE GOVERNMENT INVESTIGATIONS OF PRICE-FIXING**

7 175. In December 2006, authorities in Japan, Korea, the European Union, and the United
8 States revealed the existence of a comprehensive investigation into anti-competitive activity
9 among LCD panel manufacturers. In a December 11, 2006, filing with the Securities and
10 Exchange Commission, defendant LG Philips disclosed that officials from the Korea Fair Trade
11 Commission and Japanese Fair Trade Commission had visited the company's Seoul and Tokyo
12 offices and that the United States Department of Justice had issued a subpoena to its San Jose
13 office.

14 176. On December 12, 2006, news reports indicated that in addition to LG Philips,
15 defendants Samsung, Sharp, Epson Electronics America, Inc. and AU Optronics were also under
16 investigation.

17 177. The U.S. Department of Justice ("DOJ") acknowledged that it was "investigating
18 the possibility of anticompetitive practices and is cooperating with foreign authorities."

19 178. The DOJ has intervened and filed documents under seal in this case. While
20 Plaintiffs and their counsel have been unable to review the documents the DOJ filed under seal,
21 based on information and belief, these documents describe the scope of the DOJ's investigation
22 into the conspiracy among defendants to fix the prices of LCD panels. These documents were
23 sufficient to convince the Court to issue an unprecedented stay of virtually all merits discovery in
24 this litigation for over six months. Based on information and belief, the DOJ has found sufficient
25 evidence of a conspiracy to fix the price of LCD panels among defendants to continue its
26 investigation and to seek an unprecedented stay of civil discovery in this case.

27 179. These government investigations have the potential to result in hundreds of millions
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1 of dollars in fines. “Min Chun Hong, an analyst at Goodmorning Shinhan Securities, stated that if
 2 the companies [Samsung and LG Philips] were convicted, penalties could amount to about 200
 3 billion won, or \$216 million, each.”

4 180. At least one of the defendants has approached the Antitrust Division of the DOJ to
 5 enter into a leniency agreement with respect to the defendants’ conspiracy to fix prices of LCD
 6 panels. In order to enter into a leniency agreement under the Corporate Leniency Policy of the
 7 Department of Justice, this defendant has reported the defendants’ price-fixing conspiracy to the
 8 Department of Justice and has confessed its own participation in the defendants’ price-fixing
 9 conspiracy.

10 **VIII. THE PASS-THROUGH OF THE OVERCHARGES TO CONSUMERS**

11 181. Defendants’ conspiracy to raise, fix, or maintain the price of LCD panels at
 12 artificial levels resulted in harm to Plaintiffs and the indirect-purchaser consumer class alleged
 13 herein because it resulted in them paying higher prices for products containing LCD panels than
 14 they would have in the absence of defendants’ conspiracy. The entire overcharge for LCD panels
 15 at issue was passed on to plaintiffs and members of the indirect-purchaser class.

16 **A. LCD Panels Make Up A High Percentage Of The Cost Of Products Containing** 17 **Such Panels.**

18 182. When an LCD panel leaves a defendant’s manufacturing plant, it requires minimal
 19 additional labor or materials to make it into a TV or a computer monitor, or to install it into a
 20 laptop computer. The LCD panel itself typically accounts for 60-70% of the total retail price of a
 21 TV (even more for panels exceeding 40”), while comprising between 70-80% of the retail price of
 22 computer monitors. LCD panels typically comprise roughly 10% of the retail cost of a laptop
 23 computer.

24 183. The only differences between a computer monitor and a TV are the other materials
 25 added to make the finished products. For example, an LCD TV will have internal speakers and a
 26 TV tuner. There is no technological difference between a computer monitor’s LCD panel and the
 27 LCD panel in a laptop.

184. To turn an LCD panel into an LCD monitor, an assembler fits the panel with a backlight, plastic framing around the screen, and a power source. It is then branded by the OEM as its monitor, and sold to the end user—either directly from the OEM’s store (like Gateway or Apple), on its website (like Dell or Hewlett-Packard), in an electronics store (like Best Buy or Circuit City), or through a mass merchandiser (like Wal-Mart or Target).

185. To turn an LCD panel into an LCD TV, an assembler fits the panel with a TV tuner, speakers, and a power source.

186. To turn an LCD panel into a laptop, the panel is incorporated into a plastic frame, and a computer motherboard with its components is fitted into the bottom half of the frame.

187. LCD panels are commodity products, with functionally equivalent products available from the defendants, which manufacture LCD panels pursuant to standard specifications and sizes.

B. The Price Of Products Containing LCD Panels Was Directly Dependent On The Price Of The Panels.

188. The indirect-purchaser buys products containing LCD panels through one of two distribution chains: either from the direct-purchaser OEM, or through a reseller such as a retailer.

189. Computer and TV OEMs are not really “manufacturers” at all, but really are assemblers of components and purveyors of brand names. For example, for computers, a company like HP or Apple does not make any of the parts that go into making an LCD monitor or laptop. Rather, they purchase LCD panels from defendants, and hire contract assemblers to turn the panels into the finished computer products. On information and belief, Computer and TV OEMs price their end-products on a “cost-plus” basis. Thus, changes in the cost of LCDs have immediate effects on the cost of the finished products.

190. On information and belief, there are two methods by which OEMs sell their branded LCD products to the retailer. The first method is to obtain pre-orders. These OEMs obtain prior orders for their products before they have them manufactured. Under this method, the TV or computer OEM obtains orders for its TVs, laptops, or computer monitors before it orders

1 any of the parts for those products. It negotiates with retailers prices and quantities at which it will
2 sell its finalized products to the retailers. The OEM will base its sales price on the current prices
3 of the other components, the assembly costs, delivery costs, and a profit margin.

4 191. OEMs also sell their branded products to retailers by estimating the retail market
5 for LCD products, and purchasing the LCD panels before the orders for the end product are
6 obtained. Because the OEM is not locked in to an agreed-upon price for its product, it can pass
7 through the entire overcharge unencumbered by downstream contracts.

8 192. In either case, because of the breadth of the price fixing conspiracy, the OEM is
9 also not constrained by its competitors from passing on the overcharge. Because each OEM's end-
10 product competitors are also buying LCD panels at supracompetitive prices from conspiracy
11 members, no OEM faces end-product price competition from an OEM who is not paying
12 supracompetitive prices for its LCD panel inputs. Thus, neither prior price commitments nor end-
13 product price competition interfere with the overcharge being passed on down the supply chain.

14 193. Thus, all supracompetitive overcharges are always passed through to the indirect-
15 purchaser, end-user consumer plaintiff class members, which pay more for a product containing
16 LCD panels than in a competitive market place.

17 194. Thus, the price of products containing LCD panels is directly correlated to the price
18 of LCD panels. The margins for OEMs are sufficiently thin that price increases of LCD panels
19 force OEMs to increase the prices of their products.

20 195. OEMs and retailers of products containing LCD panels are all subject to vigorous
21 price competition, whether selling TVs, computer monitors, or laptops. The demand for LCD
22 panels is ultimately determined by purchasers of products containing such panels. The market for
23 LCD panels and the market for products containing these panels are therefore inextricably linked
24 and cannot be considered separately. Defendants are well aware of this intimate relationship, and
25 use forecasts of TVs, laptops, and computer monitors to predict sales of LCD panels.

26 196. Because OEMs have thin net margins, they must pass on any increase in component
27 costs, such that increases in the price of LCD panels lead to quick corresponding price increases at
28

1 the OEM level for products containing such panels.

2 197. LCD panels are one of the most expensive components in products in which they
3 are incorporated. As noted, the cost of an LCD panel in an LCD TV is 60-70% of the retail price;
4 in a laptop is 10% of the retail price; and in a computer monitor is 70-80% of the retail price.

5 198. The computer industry is highly competitive. Computers are commodities, with
6 little or no brand loyalty, such that aggressive pricing causes consumers to switch preferences to
7 different brands. Computer prices are closely based on production costs, which are in turn directly
8 determined by component costs, as assembly costs are minimal. OEMs accordingly use
9 component costs, like the cost of LCD panels, as the starting point for all price calculations. Thus,
10 computer prices closely track increases and decreases in component costs.

11 **C. The Effect Of The Price Of LCD Panels On The Price Of Products Is**
12 **Discernable On A Classwide Basis.**

13 199. Once an LCD panel leaves its place of manufacture, it remains essentially
14 unchanged as it moves through the distribution system. LCD panels are identifiable, discreet
15 physical objects that do not change form or become an indistinguishable part of the TVs, computer
16 monitors, laptops, or other products in which they are contained. And a given LCD product
17 contains one and only one LCD panel.

18 200. Thus, LCD panels follow a traceable physical chain from the defendants to the
19 OEMs to the purchasers of the finished products incorporating LCD panels.

20 201. Moreover, just as LCD panels can be physically traced through the supply chain, so
21 can their price be traced to show that changes in the prices paid by direct purchasers of LCD
22 panels affect prices paid by indirect purchasers of products containing LCD panels.

23 202. Because defendants control the market for LCD panels, there are virtually no
24 choices for persons and businesses that require products containing such panels other than buying
25 such products manufactured by a direct purchaser that paid supracompetitive prices for LCD
26 panels to defendants because of defendants' conspiracy alleged herein.

27 203. When distribution markets are highly competitive, as they are in the case of
28

1 products containing LCD panels as components, all of the overcharge will be passed through to
2 ultimate consumers, such as the indirect-purchaser plaintiffs and class members. In addition, most
3 of the defendants themselves manufacture, market, and distribute products including LCD panels,
4 such as televisions (e.g., Samsung and Sharp) and computer monitors (e.g. Samsung) and laptops
5 (e.g., Toshiba). This means that these defendants will pass through to their customers 100% of the
6 supracompetitive price increases that result from the defendants' conspiracy, combination, and
7 agreement to fix, increase, and stabilize the prices for LCD panels.

8 204. Hence, the inflated prices of products containing LCD panels resulting from
9 defendants' price-fixing conspiracy have been passed on to plaintiffs and the other class members
10 by direct-purchaser manufacturers, distributors, and retailers.

11 205. During the Class Period, a number of large OEMs sold their products containing
12 LCD panels directly to end-buyers. The OEM with the largest share of computer monitor and
13 laptop sales in the United States market, Dell, sold exclusively to end-buyers, as did Gateway.
14 During the Class Period, Compaq and Apple also sold large portions of their laptops and computer
15 monitors directly to the end-buyer. Dell has a 35.4% market share for LCD monitors.

16 206. Computer models sold by other OEMs to retailers were generally updated several
17 times a year, and the price was changed for each new model. For example, for one large retailer,
18 more than 90 percent of the computers sold during 2000 were either new models or were sold at a
19 different price from the price in the previous month. OEMs, retailers and distributors often use a
20 "standard markup" method to set prices, meaning that they add a standard percentage to their own
21 costs to determine selling prices. Thus, changes in the price of LCD panels were passed on rapidly
22 rather than absorbed.

23 207. In retailing, it is common to use a "markup rule". The retail price is set as the
24 wholesale cost plus a percentage markup designed to recover non-product costs and to provide a
25 profit. This system guarantees that increases in costs to the retailer will be passed on to end
26 buyers. For example, CDW, a large seller of LCD monitors and laptops, uses such a system, and
27 a declaration in the DRAM case from CDW's director of pricing details exactly how they
28

1 calculated selling prices:

2 In general, CDW employs a “building block” approach to setting its advertised
3 prices. The first building block is the Cost of Goods Sold (COGS), which
4 represents the price CDW paid to acquire the product...CDW... adds a series of
5 positive markups to the cost to CDW to acquire a given product. These markups
6 are in addition to the pass through effect of changes in the costs charged to CDW
7 for that product by a given vendor.

8 208. The economic and legal literature has recognized that unlawful overcharges in a
9 component normally result in higher prices for products containing that price-fixed component.

10 As Professor Herbert Hovenkamp, a noted antitrust scholar, has stated in his treatise, FEDERAL
11 ANTITRUST POLICY, THE LAW OF COMPETITION AND ITS PRACTICE (1994) at 564:

12 A monopoly overcharge at the top of a distribution chain generally results in higher
13 prices at every level below. For example if production of aluminum is
14 monopolized or cartelized, fabricators of aluminum cookware will pay higher prices
15 for aluminum. In most cases they will absorb part of these increased costs
16 themselves and pass part along to cookware wholesalers. The wholesalers will
17 charge higher prices to the retail stores, and the stores will do it once again to retail
18 consumers. Every person at every stage in the chain likely will be poorer as a result
19 of the monopoly price at the top.

20 Theoretically, one can calculate the percentage of any overcharge that a firm at one
21 distributional level will pass on to those at the next level.

22 209. Similarly, two other antitrust scholars – Professors Robert G. Harris (Professor
23 Emeritus and former Chair of the Business and Public Policy Group at the Haas School of
24 Business at the University of California at Berkeley) and the late Lawrence A. Sullivan (Professor
25 of Law Emeritus at Southwestern Law School and author of the Handbook of the Law of
26 Antitrust) – have observed that “in a multiple-level chain of distribution, passing on monopoly
27 overcharges is not the exception: it is the rule.”

28 210. As Professor Jeffrey K. McKie-Mason (Arthur W. Burks Professor for Information
and Computer Science and Professor of Economics and Public Policy at the University of
Michigan), an expert who presented evidence in a number of the indirect purchaser cases
involving Microsoft Corporation, said (in a passage quoted in the judicial decision in that case
granting class certification):

As is well known in economic theory and practice, at least some of the overcharge
will be passed on by distributors to end consumers. When the distribution markets
are highly competitive, as they are here, all or nearly the entire overcharge will be
passed on through to ultimate consumers... Both of Microsoft’s experts also agree

1 upon the economic phenomenon of cost pass through, and how it works in
2 competitive markets. This general phenomenon of cost pass through is well
established in antitrust laws and economics as well.

3 211. Quantitative correlation analysis strongly suggest that the market for products
4 containing LCD panels is inextricably linked to the market for LCD panels by virtue of the strong
5 correlation between the price of LCD panels and the price of LCD monitors, TVs, and laptop
6 computers.

7 212. The purpose of the conspiratorial conduct of the defendants was to raise, fix or
8 stabilize the price of LCD panels and, as a direct and foreseeable result, products containing such
9 panels. Economists have developed techniques to isolate and understand the relationship between
10 one “explanatory” variable and a “dependent” variable in those cases when changes in dependent
11 variable are explained by changes in a multitude of variables--- when all such variables may be
12 changing simultaneously. That analysis-called regression analysis- is commonly used in the real
13 world and in litigation to determine the impact of a price increase on one cost in a product (or
14 service) that is an assemblage of costs. Thus, it is possible to isolate and identify only the impact
15 of an increase in the price of LCD panels on prices for products containing such panels even
16 though such products contain a number of other components whose prices may be changing over
17 time. A regression model can explain how variation in the price of LCD panels affects changes in
18 the price of products containing such panels. In such models, rather than being treated as the
19 dependent variable, the price of LCD panels is treated as an independent or explanatory variable.
20 The model can isolate how changes in the price of LCD panels impact the price of products
21 containing such panels while holding controlling for the impact of other price-determining factors.

22 213. Economic and legal literature recognizes that the more pricing decisions are based
23 on cost, the easier it is to determine the pass-through rate. The directness of affected costs refers to
24 whether an overcharge affects a direct (*i.e.* variable) cost or an indirect (*i.e.*, overhead) cost.
25 Overcharges will be passed-through sooner and at a higher rate if the overcharge affects direct
26 costs. Here LCD panels are a direct (and substantial) cost of products containing such panels.

27 214. Other factors that lead to the pass-through of overcharges include: (i) whether price
28

1 changes are frequent; (ii) the duration of the anti-competitive overcharge; (iii) whether pricing
 2 decisions are based on cost; (iv) whether the overcharge affects variable, as opposed to overhead,
 3 costs; (v) whether the resellers' production technology is uniform; (vi) whether the reseller supply
 4 curve exhibits a high degree of elasticity; and (vii) whether the demand of the resellers is inelastic.

5 All of these factors were present in the LCD market during the Class Period. The precise amount
 6 of such an impact on the prices of products containing LCD panels can be measured and
 7 quantified. Commonly used and well-accepted economic models can be used to measure both the
 8 extent and the amount of the supracompetitive charge passed-through the chain of distribution.

9 215. Plaintiffs and other indirect purchasers have been forced to pay supracompetitive
 10 prices for products containing LCD panels. These inflated prices have been passed on to them by
 11 direct purchaser manufacturers, distributors, and retailers. Those overcharges have unjustly
 12 enriched defendants.

13 **IX. CLASS ACTION ALLEGATIONS**

14 216. Plaintiffs bring this action on their own behalf and as a class action pursuant to
 15 Rule 23 of the Federal Rules of Civil Procedure on behalf of all members of the following Class
 16 (the "Nationwide Class"):

17 All persons citizens and entities residing in the United States that,
 18 from January 1, 1996 through December 31, 2006, purchased in the
 19 United States, LCD Panels indirectly from the Defendants for their
 20 own use and not for resale. Specifically excluded from this Class are
 21 the Defendants; the officers, directors or employees of any
 22 Defendant; any entity in which any Defendant has a controlling
 interest; and any affiliate, legal representative, heir or assign of any
 Defendant. Also excluded are any federal, state or local
 governmental entities, any judicial officer presiding over this action
 and the members of his/her immediate family and judicial staff, and
 any juror assigned to this action

23 217. Plaintiffs also bring this action on their own behalf and as a class action pursuant to
 24 Rule 23 of the Federal Rules of Civil Procedure and/or respective state statute(s), on behalf of all
 25 members of the following classes (collectively, the "Indirect Purchaser State Classes"):

26 a. **ARKANSAS:** All persons and entities in Arkansas who indirectly
 27 purchased LCD Panels manufactured and/or sold by one or more of the
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Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Arkansas Indirect Purchaser Class”).

b. **ARIZONA:** All persons and entities in Arizona who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Arizona Indirect Purchaser Class”).

c. **CALIFORNIA:** All persons and entities in California who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the

1 “California Indirect Purchaser Class”).

- 2 d. **DISTRICT OF COLUMBIA:** All persons and entities in the District of
 3 Columbia who indirectly purchased LCD Panels manufactured and/or sold
 4 by one or more of the Defendants during the Class Period. Specifically
 5 excluded from this Class are the Defendants; the officers, directors or
 6 employees of any Defendant; any entity in which any Defendant has a
 7 controlling interest; and any affiliate, legal representative, heir or assign of
 8 any Defendant. Also excluded are any federal, state or local governmental
 9 entities, any judicial officer presiding over this action and the members of
 10 his/her immediate family and judicial staff, and any juror assigned to this
 11 action (the “District of Columbia Indirect Purchaser Class”).
- 12 e. **FLORIDA:** All persons and entities in Florida who indirectly purchased
 13 LCD Panels manufactured and/or sold by one or more of the Defendants
 14 during the Class Period. Specifically excluded from this Class are the
 15 Defendants; the officers, directors or employees of any Defendant; any
 16 entity in which any Defendant has a controlling interest; and any affiliate,
 17 legal representative, heir or assign of any Defendant. Also excluded are any
 18 federal, state or local governmental entities, any judicial officer presiding
 19 over this action and the members of his/her immediate family and judicial
 20 staff, and any juror assigned to this action (the “Florida Indirect Purchaser
 21 Class”).
- 22 f. **HAWAII:** All persons and entities in Hawaii who indirectly purchased
 23 LCD Panels manufactured and/or sold by one or more of the Defendants
 24 during the Class Period. Specifically excluded from this Class are the
 25 Defendants; the officers, directors or employees of any Defendant; any
 26 entity in which any Defendant has a controlling interest; and any affiliate,
 27 legal representative, heir or assign of any Defendant. Also excluded are any
 28

1 federal, state or local governmental entities, any judicial officer presiding
 2 over this action and the members of his/her immediate family and judicial
 3 staff, and any juror assigned to this action (the “Hawaii Indirect Purchaser
 4 Class”).

5 g. **IOWA:** All persons and entities in Iowa who indirectly purchased LCD
 6 Panels manufactured and/or sold by one or more of the Defendants during
 7 the Class Period. Specifically excluded from this Class are the Defendants;
 8 the officers, directors or employees of any Defendant; any entity in which
 9 any Defendant has a controlling interest; and any affiliate, legal
 10 representative, heir or assign of any Defendant. Also excluded are any
 11 federal, state or local governmental entities, any judicial officer presiding
 12 over this action and the members of his/her immediate family and judicial
 13 staff, and any juror assigned to this action (the “Iowa Indirect Purchaser
 14 Class”).

15 h. **KANSAS:** All persons and entities in Kansas who indirectly purchased
 16 LCD Panels manufactured and/or sold by one or more of the Defendants
 17 during the Class Period. Specifically excluded from this Class are the
 18 Defendants; the officers, directors or employees of any Defendant; any
 19 entity in which any Defendant has a controlling interest; and any affiliate,
 20 legal representative, heir or assign of any Defendant. Also excluded are any
 21 federal, state or local governmental entities, any judicial officer presiding
 22 over this action and the members of his/her immediate family and judicial
 23 staff, and any juror assigned to this action (the “Kansas Indirect Purchaser
 24 Class”).

25 i. **MAINE:** All persons and entities in Maine who indirectly purchased LCD
 26 Panels manufactured and/or sold by one or more of the Defendants during
 27 the Class Period. Specifically excluded from this Class are the Defendants;
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the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Maine Indirect Purchaser Class”).

j. **MASSACHUSETTS:** All persons and entities in Massachusetts who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Massachusetts Indirect Purchaser Class”).

k. **MICHIGAN:** All persons and entities in Michigan who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Michigan Indirect Purchaser Class”).

- 1 l. **MINNESOTA:** All persons and entities in Minnesota who indirectly
2 purchased LCD Panels manufactured and/or sold by one or more of the
3 Defendants during the Class Period. Specifically excluded from this Class
4 are the Defendants; the officers, directors or employees of any Defendant;
5 any entity in which any Defendant has a controlling interest; and any
6 affiliate, legal representative, heir or assign of any Defendant. Also
7 excluded are any federal, state or local governmental entities, any judicial
8 officer presiding over this action and the members of his/her immediate
9 family and judicial staff, and any juror assigned to this action (the
10 “Minnesota Indirect Purchaser Class”).
- 11 m. **MISSISSIPPI:** All persons and entities in Mississippi who indirectly
12 purchased LCD Panels manufactured and/or sold by one or more of the
13 Defendants during the Class Period. Specifically excluded from this Class
14 are the Defendants; the officers, directors or employees of any Defendant;
15 any entity in which any Defendant has a controlling interest; and any
16 affiliate, legal representative, heir or assign of any Defendant. Also
17 excluded are any federal, state or local governmental entities, any judicial
18 officer presiding over this action and the members of his/her immediate
19 family and judicial staff, and any juror assigned to this action (the
20 “Mississippi Indirect Purchaser Class”).
- 21 n. **NEBRASKA:** All persons and entities in Nebraska who indirectly
22 purchased LCD Panels manufactured and/or sold by one or more of the
23 Defendants during the Class Period. Specifically excluded from this Class
24 are the Defendants; the officers, directors or employees of any Defendant;
25 any entity in which any Defendant has a controlling interest; and any
26 affiliate, legal representative, heir or assign of any Defendant. Also
27 excluded are any federal, state or local governmental entities, any judicial
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officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Nebraska Indirect Purchaser Class”).

o. **NEVADA:** All persons and entities in Nevada who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Nevada Indirect Purchaser Class”).

p. **NEW HAMPSHIRE:** All persons and entities in New Hampshire who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “New Hampshire Indirect Purchaser Class”).

q. **NEW MEXICO:** All persons and entities in New Mexico who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant;

any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “New Mexico Indirect Purchaser Class”).

- r. **NEW YORK:** All persons and entities in New York who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “New York Indirect Purchaser Class”).
- s. **NORTH CAROLINA:** All persons and entities in North Carolina who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “North Carolina Indirect Purchaser Class”).
- t. **NORTH DAKOTA:** All persons and entities in North Dakota who

indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “North Dakota Indirect Purchaser Class”).

u. **PENNSYLVANIA:** All persons and entities in Pennsylvania who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Pennsylvania Indirect Purchaser Class”).

v. **PUERTO RICO:** All persons and entities in Puerto Rico who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate

family and judicial staff, and any juror assigned to this action (the “Puerto Rico Indirect Purchaser Class”).

w. **RHODE ISLAND:** All persons and entities in Rhode Island who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Rhode Island Indirect Purchaser Class”).

x. **SOUTH DAKOTA:** All persons and entities in South Dakota who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “South Dakota Indirect Purchaser Class”).

y. **TENNESSEE:** All persons and entities in Tennessee who indirectly purchased LCD Panels manufactured and/or sold by one or more of the Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any

1 affiliate, legal representative, heir or assign of any Defendant. Also
 2 excluded are any federal, state or local governmental entities, any judicial
 3 officer presiding over this action and the members of his/her immediate
 4 family and judicial staff, and any juror assigned to this action (the
 5 “Tennessee Indirect Purchaser Class”).

6 z. **VERMONT:** All persons and entities in Vermont who indirectly purchased
 7 LCD Panels manufactured and/or sold by one or more of the Defendants
 8 during the Class Period. Specifically excluded from this Class are the
 9 Defendants; the officers, directors or employees of any Defendant; any
 10 entity in which any Defendant has a controlling interest; and any affiliate,
 11 legal representative, heir or assign of any Defendant. Also excluded are any
 12 federal, state or local governmental entities, any judicial officer presiding
 13 over this action and the members of his/her immediate family and judicial
 14 staff, and any juror assigned to this action (the “Vermont Indirect Purchaser
 15 Class”).

16 aa. **WEST VIRGINIA:** All persons and entities in West Virginia who
 17 indirectly purchased LCD Panels manufactured and/or sold by one or more
 18 of the Defendants during the Class Period. Specifically excluded from this
 19 Class are the Defendants; the officers, directors or employees of any
 20 Defendant; any entity in which any Defendant has a controlling interest; and
 21 any affiliate, legal representative, heir or assign of any Defendant. Also
 22 excluded are any federal, state or local governmental entities, any judicial
 23 officer presiding over this action and the members of his/her immediate
 24 family and judicial staff, and any juror assigned to this action (the “West
 25 Virginia Indirect Purchaser Class”).

26 bb. **WISCONSIN:** All persons and entities in Wisconsin who indirectly
 27 purchased LCD Panels manufactured and/or sold by one or more of the
 28

Defendants during the Class Period. Specifically excluded from this Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and any affiliate, legal representative, heir or assign of any Defendant. Also excluded are any federal, state or local governmental entities, any judicial officer presiding over this action and the members of his/her immediate family and judicial staff, and any juror assigned to this action (the “Wisconsin Indirect Purchaser Class”).

218. Plaintiffs do not know the exact size of the Classes at the present time. However, Plaintiffs believe that due to the nature of the trade and commerce involved, there are at least thousands in each separate state class, and hundreds of thousands of class members geographically dispersed throughout the United States, such that joinder of all class members would be impracticable.

219. Plaintiffs’ claims are typical of the claims of their respective Classes, and Plaintiffs will fairly and adequately protect the interests of the Classes. Plaintiffs’ interests are coincident with, and not antagonistic to, those of the members of their respective Classes. Plaintiffs have retained competent counsel experienced in class action and complex antitrust and consumer protection litigation.

220. Common questions of law and fact exist, including:

- i. Whether Defendants and their Co-Conspirators engaged in a contract, combination or conspiracy among themselves to fix, raise, maintain or stabilize the process of, or allocate the market of LCD Panels sold in the United States;
- ii. The duration and extent of the contract, combination or conspiracy;
- iii. Whether the Defendants and their Co-Conspirators were participants in the contracts, combinations or conspiracies alleged herein;
- iv. Whether Defendants and their Co-Conspirators engaged in conduct

1 that violated Section 1 of the Sherman act;

2 v. Whether Defendants and their Co-Conspirators engaged in unlawful,
3 unfair or deceptive contracts, combinations or conspiracies among
4 themselves, express or implied, to fix, raise, maintain, or stabilize
5 prices of LCD Panels sold in and/or distributed in the United States;

6 vi. Whether the Defendants and their Co-Conspirators engaged in
7 conduct in violation of the antitrust, consumer protection, unfair
8 trade, and/or deceptive trade practices laws of the various Indirect
9 Purchaser States as alleged below;

10 vii. Whether the anticompetitive conduct of the Defendants and their Co-
11 Conspirators caused prices of LCD Panels to be artificially inflated
12 to non-competitive levels;

13 viii. Whether the Defendants and their Co-Conspirators unjustly enriched
14 themselves as a result of their inequitable conduct at the expense of
15 the members of the Classes;

16 ix. Whether Defendants and their Co-Conspirators fraudulently
17 concealed the existence of their unlawful conduct;

18 x. Whether Plaintiffs and the Classes are entitled to injunctive relief;
19 and

20 xi. Whether Plaintiffs and other members of the Indirect Purchaser
21 Classes were injured by the conduct of Defendants and, if so, the
22 appropriate measure of damages for each of the Classes.

23 221. These and other questions of law and fact are common to the Classes and
24 predominate over any questions affecting only individual class members, including legal and
25 factual issues relating to liability, damages, and restitution.

26 222. Class action treatment is a superior method for the fair and efficient adjudication of
27 this controversy because:

- a. It will avoid a multiplicity of suits and consequent burden on the courts and Defendants;
- b. It would be virtually impossible for all members of the Classes to intervene as parties-plaintiff in this action;
- c. It will allow numerous individuals with claims too small to adjudicate on an individual basis because of the prohibitive cost of this litigation, to obtain redress for their economic injuries;
- d. It is appropriate for treatment on a fluid recovery basis, which obviate any manageability problems; and
- e. It will provide court oversight of the claims process, once Defendants' liability is adjudicated.

223. The named plaintiffs will fairly and adequately protect the interests of the Class in that the named plaintiffs have no interests antagonistic to the interests of the other members of the Class and have retained counsel competent and experienced in the prosecution of class actions and antitrust cases to represent themselves and the Class.

224. This case is also appropriate for certification as a class action because the defendants have acted and refused to act on grounds generally applicable to the Class, so that final injunctive relief will be appropriate with respect to the Class as a whole.

225. The claims asserted herein are also appropriate for class certification under the laws of the state of California and of each of the other states under which claims are asserted.

X. FRAUDULENT CONCEALMENT

226. Plaintiffs and members of the Classes alleged herein did not discover and could not have discovered, through the exercise of reasonable diligence, the existence of the conspiracy alleged herein until after December of 2006, after the investigations by the DOJ and other antitrust regulators became public, because defendants and their co-conspirators actively and fraudulently concealed the existence of their contract, combination or conspiracy. Because defendants' agreement, understanding and conspiracy were kept secret, plaintiffs and Class members were

1 unaware of defendants' unlawful conduct alleged herein and did not know that they were paying
2 artificially high prices for LCD panels and the products in which they were used.

3 227. The affirmative acts of the defendants alleged herein, including acts in furtherance
4 of the conspiracy, were wrongfully concealed and carried out in a manner that precluded detection.

5 228. By its very nature, defendants' price-fixing conspiracy was inherently self-
6 concealing. As alleged above, defendants had secret discussions about price and output.
7 Defendants agreed not to publicly discuss the existence or the nature of their agreement.

8 229. Moreover, defendants repeatedly gave pretextual justifications for the inflated
9 prices of LCD panels in furtherance of the conspiracy.

10 230. There have been a variety of other purportedly market-based explanations for price
11 increases. The first was supply and demand. In early 1999, Omid Milani, a marketing manager
12 for NEC, stated that "demand by far is outstripping our supply capability" and predicted that
13 "prices will continue to increase until a reasonable balance is achieved." Boch Kwon, Vice
14 President of LG Philips' Sales Division, and Yoon-Woo Lee, President and CEO of Samsung's
15 Semiconductor Division, also falsely reported in 1999 that price increases were due to "acute"
16 shortages.

17 231. Another false rationale provided by defendants was undercapitalization. In 1999,
18 Joel Pollack, a marketing manager for Sharp, stated:

19 Prices have dropped at a steady rate over the past couple of years to the point where
20 it was difficult to continue the necessary level of capitalization. The [low prices]
have starved the industry.

21 232. A third rationale for the steep price hikes of 1999 was offered by Yoon-Woo Lee,
22 CEO of Samsung. He claimed that the demand for larger panels was reducing the industry's
23 capacity because each display used more square inches of motherglass substrate.

24 233. Increased demand was repeatedly cited by defendants throughout the Class Period.
25 On February 4, 2001, Bruce Berkoff, Executive Vice-President at LG Philips was quoted in
26 News.com as saying that price increases were due to shortages. He claimed, "demand grew so fast
27 that the supply can't keep up." Koo Duk-Mo, an executive at LG Philips, similarly predicted in
28

1 1999 that prices would rise 10 to 15 percent due to increased demand for the holiday season. In
 2 2005, Koo Duk-Mo of LG Philips stated “[w]e are seeing much stronger demand for large-size
 3 LCD TVs than expected, so LCD TV supply is likely to remain tight throughout the year.”

4 234. Hsu Jen-Ting, a Vice-President at Chi Mei, and Chen Shuen-Bin, president of AU
 5 Optronics, offered another rationale for the 2001 price hike in an interview for the Taiwan
 6 Economic News in October 2001. They blamed “component shortages due to the late expansion
 7 of 5th generation production lines and new demand from the replacement of traditional cathode
 8 ray tubes with LCD monitors.”

9 235. These explanations were all pretextual and each served to cover up the conspiracy.
 10 As a result of defendants’ fraudulent concealment of their conspiracy, the running of any statute of
 11 limitations has been tolled with respect to any claims that plaintiffs and the Class members have as
 12 a result of the anticompetitive conduct alleged in this Complaint

13 **XI. VIOLATIONS ALLEGED**

14 **First Claim for Relief**

15 **(Violation of Section 1 of the Sherman Act)**

16 236. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every
 17 allegation set forth in the preceding paragraphs of this Complaint.

18 237. Beginning at a time currently unknown to plaintiffs, but at least as early as January
 19 1, 1996, and continuing through December 31, 2006, the exact dates being unknown to plaintiffs,
 20 defendants and their co-conspirators entered into a continuing agreement, understanding, and
 21 conspiracy in restraint of trade artificially to fix, raise, stabilize, and peg prices for LCD panels
 22 and LCD products in the United States, in violation of Section 1 of the Sherman Act (15 U.S.C.
 23 § 1).

24 238. In formulating and carrying out the alleged agreement, understanding, and
 25 conspiracy, the defendants and their co-conspirators did those things that they combined and
 26 conspired to do, including but not limited to the acts, practices, and course of conduct set forth
 27 above, and the following, among others:

- a. Fixing, raising, stabilizing, and pegging the price of LCD panels; and
- b. Allocating among themselves and collusively reducing the production of LCD panels.

239. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of LCD panels has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for LCD panels sold by defendants and their co-conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased LCD panels directly or indirectly from defendants and their co-conspirators have been deprived of the benefits of free and open competition.

240. Plaintiffs and other Nationwide Class members have been injured and will continue to be injured in their businesses and property by paying more for LCD panels purchased indirectly from the defendants and their co-conspirators than they would have paid and will pay in the absence of the combination and conspiracy, including paying more for TVs, laptops, and computer monitors, in which LCD panels are included, as a result of higher prices paid for LCD panels by the direct purchasers of such panels.

241. Plaintiffs and the Nationwide Class are entitled to an injunction against defendants, preventing and restraining the violations alleged herein.

Second Claim for Relief

(Unjust Enrichment and Disgorgement of Profits)

242. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

243. Defendants have been unjustly enriched through overpayments by plaintiffs and class members and the resulting profits.

244. Under common law principles of unjust enrichment, defendants should not be permitted to retain the benefits conferred via overpayments by plaintiffs and class members.

245. Plaintiffs and all members of the Nationwide Class seek disgorgement of all profits resulting from such overpayments and establishment of a constructive trust from which plaintiffs and class members may seek restitution.

Third Claim for Relief

(Violation of State Antitrust and Unfair Competition Laws)

246. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

247. Plaintiffs Scott Friedson and Timothy Lauricella ("Arizona Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Arizona; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Arizona; (3) Arizona Plaintiffs and members of the Arizona Indirect Purchaser Class were deprived of free and open competition; and (4) Arizona Plaintiffs and members of the Arizona Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants' illegal conduct substantially affected Arizona commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, Arizona Plaintiffs and members of the Arizona Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- d. By reason of the foregoing, Defendants entered into agreements in restraint of trade in violation of Arizona Revised Stat. §§ 44-1401, *et seq.*

Accordingly, Arizona Plaintiffs and the members of the Arizona Indirect

Purchaser Class seek all forms of relief available under Arizona Revised Stat. §§ 44-1401, *et seq.*

248. Plaintiffs Lisa Blackwell, Judd Eliasoph, Williams Henderson, Robert Kerson, Steven Martel, Frederick Roza, Byron Ho, and Joe Solo, (collectively “California plaintiffs”) incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants’ contract, combination, trust or conspiracy was entered in, carried out, effectuated and perfected mainly within the State of California, and defendants’ conduct within California injured all members of the Class throughout the United States. Therefore, this claim for relief under California law is brought on behalf of the California Indirect Purchaser Class.
- b. Beginning at a time currently unknown to California plaintiffs, but at least as early as January 1, 1996, and continuing thereafter at least up to December 31, 2006, defendants and their co-conspirators entered into and engaged in a continuing unlawful trust in restraint of the trade and commerce described above in violation of Section 16720, California Business and Professions Code. Defendants, and each of them, have acted in violation of Section 16720 to fix, raise, stabilize, and maintain prices of, and allocate markets for, LCD panels and LCD products at supracompetitive levels.
- c. The aforesaid violations of Section 16720, California Business and Professions Code, consisted, without limitation, of a continuing unlawful trust and concert of action among the defendants and their co-conspirators, the substantial terms of which were to fix, raise, maintain, and stabilize the prices of, and to allocate markets for, LCD panels and LCD products.
- d. For the purpose of forming and effectuating the unlawful trust, the

defendants and their co-conspirators have done those things which they combined and conspired to do, including but in any way limited to the acts, practices and course of conduct set forth above and the following: (1) Fixing, raising, stabilizing, and pegging the price of LCD panels; and (2) Allocating among themselves the production of LCD panels.

e. The combination and conspiracy alleged herein has had, *inter alia*, the following effects: (1) Price competition in the sale of LCD panels and LCD products has been restrained, suppressed, and/or eliminated in the State of California; (2) Prices for LCD panels and LCD products sold by defendants and their co-conspirators have been fixed, raised, stabilized, and pegged at artificially high, non-competitive levels in the State of California and throughout the United States; and (3) Those who purchased LCD panels and LCD products directly or indirectly from defendants and their co-conspirators have been deprived of the benefit of free and open competition.

f. As a direct and proximate result of defendants' unlawful conduct, California plaintiffs and the members of the California Indirect Purchaser Class have been injured in their business and property in that they paid more for LCD products than they otherwise would have paid in the absence of defendants' unlawful conduct. As a result of defendants' violation of Section 16720 of the California Business and Professions Code, California plaintiffs and the California Indirect Purchaser Class seek treble damages and their cost of suit, including a reasonable attorney's fee, pursuant to Section 16750(a) of the California Business and Professions Code.

249. Plaintiffs Gail Feser, Tim Gregory, and David Walker ("District of Columbia Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

a. Defendants' combinations or conspiracies had the following effects: (1)

LCD price competition was restrained, suppressed, and eliminated throughout the District of Columbia; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout the District of Columbia; (3) District of Columbia Plaintiffs and members of the District of Columbia Indirect Purchaser Class were deprived of free and open competition; and (4) District of Columbia Plaintiffs and members of the District of Columbia Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.

b. During the Class Period, Defendants' illegal conduct substantially affected District of Columbia commerce.

c. As a direct and proximate result of Defendants' unlawful conduct, District of Columbia Plaintiffs and members of the District of Columbia Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.

d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of District of Columbia Code Ann. §§ 28-4502, *et seq.* Accordingly, District of Columbia Plaintiffs and the members of the District of Columbia Indirect Purchaser Class seek all forms of relief available under District of Columbia Code Ann. §§ 28-4503, *et seq.*

250. Plaintiff Ben Northway incorporates and realleges each and every allegation set forth in the preceding paragraphs of this Complaint.

a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Iowa; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Iowa; (3) Plaintiff Northway and members of the Iowa Indirect Purchaser Class were deprived of free and open competition; and (4) Plaintiff Northway and members of the Iowa

1 Indirect Purchaser Class paid supracompetitive, artificially inflated prices
2 for LCD.

3 b. During the Class Period, Defendants' illegal conduct substantially affected
4 Iowa commerce.

5 c. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
6 Northway and members of the Iowa Indirect Purchaser Class have been
7 injured in their business and property and are threatened with further injury.

8 d. By reason of the foregoing, defendants have entered into agreements in
9 restraint of trade in violation of Iowa Code §§ 553.1, *et seq.* Accordingly,
10 Plaintiff Northway and the members of the Iowa Indirect Purchaser Class
11 seek all forms of relief available under Iowa Code §§ 553.1.

12 251. Plaintiffs Peter Coyle, Rex Getz, and Kou Srimoungchanh, ("Kansas Plaintiffs")
13 incorporate and reallege each and every allegation set forth in the preceding paragraphs of this
14 Complaint.

15 a. Defendants' combinations or conspiracies had the following effects: (1)
16 LCD price competition was restrained, suppressed, and eliminated
17 throughout Kansas; (2) LCD prices were raised, fixed, maintained and
18 stabilized at artificially high levels throughout Kansas; (3) Kansas Plaintiffs
19 and members of the Kansas Indirect Purchaser Class were deprived of free
20 and open competition; and (4) Kansas Plaintiffs and members of the Kansas
21 Indirect Purchaser Class paid supracompetitive, artificially inflated prices
22 for LCD.

23 b. During the Class Period, Defendants' illegal conduct substantially affected
24 Kansas commerce.

25 c. As a direct and proximate result of Defendants' unlawful conduct, Kansas
26 Plaintiffs and members of the Kansas Indirect Purchaser Class have been
27 injured in their business and property and are threatened with further injury.

- 1 d. By reason of the foregoing, defendants have entered into agreements in
 2 restraint of trade in violation of Kansas Stat. Ann. §§ 50-101, *et seq.*
 3 Accordingly, Kansas Plaintiffs and the members of the Kansas Indirect
 4 Purchaser Class seek all forms of relief available under Kansas Stat. Ann.
 5 §§ 50-101, *et seq.*

6 252. Plaintiff Patricia Ronco incorporates and realleges each and every allegation set
 7 forth in the preceding paragraphs of this Complaint.

- 8 a. Defendants' combinations or conspiracies had the following effects: (1)
 9 LCD price competition was restrained, suppressed, and eliminated
 10 throughout Maine; (2) LCD prices were raised, fixed, maintained and
 11 stabilized at artificially high levels throughout Maine; (3) Plaintiff Ronco
 12 and members of the Maine Indirect Purchaser Class were deprived of free
 13 and open competition; and (4) Plaintiff Ronco and members of the Maine
 14 Indirect Purchaser Class paid supracompetitive, artificially inflated prices
 15 for LCD.
- 16 b. During the Class Period, Defendants' illegal conduct substantially affected
 17 Maine commerce.
- 18 c. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
 19 Ronco and members of the Maine Indirect Purchaser Class have been
 20 injured in their business and property and are threatened with further injury.
- 21 d. By reason of the foregoing, defendants have entered into agreements in
 22 restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§ 1101, *et seq.*
 23 Accordingly, Plaintiff Ronco and the members of the Maine Indirect
 24 Purchaser Class seek all relief available under Maine Rev. Stat. Ann. 10, §§
 25 1101, *et seq.*

26 253. Plaintiffs Gladys Baker, Judy Griffith, and Ling-Hung Jou ("Michigan Plaintiffs")
 27 incorporate and reallege each and every allegation set forth in the preceding paragraphs of this
 28

1 Complaint.

- 2 a. Defendants' combinations or conspiracies had the following effects: (1)
 3 LCD price competition was restrained, suppressed, and eliminated
 4 throughout Michigan; (2) LCD prices were raised, fixed, maintained and
 5 stabilized at artificially high levels throughout Michigan; (3) Michigan
 6 Plaintiffs and members of the Michigan Indirect Purchaser Class were
 7 deprived of free and open competition; and (4) Michigan Plaintiffs and
 8 members of the Michigan Indirect Purchaser Class paid supracompetitive,
 9 artificially inflated prices for LCD.
- 10 b. During the Class Period, Defendants' illegal conduct substantially affected
 11 Michigan commerce.
- 12 c. As a direct and proximate result of Defendants' unlawful conduct, Michigan
 13 Plaintiffs and members of the Michigan Indirect Purchaser Class have been
 14 injured in their business and property and are threatened with further injury.
- 15 d. By reason of the foregoing, defendants have entered into agreements in
 16 restraint of trade in violation of Michigan Comp. Laws Ann. §§ 445.771, *et*
 17 *seq.* Accordingly, Michigan Plaintiffs and the members of the Michigan
 18 Indirect Purchaser Class seek all relief available under Michigan Comp.
 19 Laws Ann. §§ 445.73, *et seq.*

20 254. Plaintiffs Martha Mulvey ("Minnesota Plaintiff") incorporate and reallege each and
 21 every allegation set forth in the preceding paragraphs of this Complaint.

- 22 a. Defendants' combinations or conspiracies had the following effects: (1)
 23 LCD price competition was restrained, suppressed, and eliminated
 24 throughout Minnesota; (2) LCD prices were raised, fixed, maintained and
 25 stabilized at artificially high levels throughout Minnesota; c. Minnesota
 26 Plaintiff and members of the Minnesota Indirect Purchaser Class were
 27 deprived of free and open competition; and d. Minnesota Plaintiff and
 28

1 members of the Minnesota Indirect Purchaser Class paid supracompetitive,
2 artificially inflated prices for LCD.

3 b. During the Class Period, Defendants' illegal conduct substantially affected
4 Minnesota commerce.

5 c. As a direct and proximate result of Defendants' unlawful conduct,
6 Minnesota Plaintiff and members of the Minnesota Indirect Purchaser Class
7 have been injured in their business and property and are threatened with
8 further injury.

9 d. By reason of the foregoing, defendants have entered into agreements in
10 restraint of trade in violation of Minnesota Stat. §§ 325D.52, *et seq.*

11 Accordingly, Minnesota Plaintiff and the members of the Minnesota
12 Indirect Purchaser Class seek all relief available under Minnesota Stat. §§
13 325D.502, *et seq.*

14 255. Plaintiffs and members of the Mississippi Indirect Purchaser Class incorporate and
15 reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

16 a. Defendants' combinations or conspiracies had the following effects: (1)
17 LCD price competition was restrained, suppressed, and eliminated
18 throughout Mississippi; (2) LCD prices were raised, fixed, maintained and
19 stabilized at artificially high levels throughout Mississippi; (3) members of
20 the Mississippi Indirect Purchaser Class were deprived of free and open
21 competition; and members of the Mississippi Indirect Purchaser Class paid
22 supracompetitive, artificially inflated prices for LCD.

23 b. During the Class Period, Defendants' illegal conduct substantially affected
24 Mississippi commerce.

25 c. As a direct and proximate result of Defendants' unlawful conduct, members
26 of the Mississippi Indirect Purchaser Class have been injured in their
27 business and property and are threatened with further injury.

- 1 d. By reason of the foregoing, defendants have entered into agreements in
2 restraint of trade in violation of Mississippi Code Ann. § 75-21-1, *et seq.*
3 Accordingly, Plaintiffs and all members of the Mississippi Indirect
4 Purchaser Class seek all relief available under Mississippi Code Ann. § 75-
5 21-1, *et seq.*

6 256. Plaintiffs and the Nebraska Indirect Purchaser Class incorporate and reallege each
7 and every allegation set forth in the preceding paragraphs of this Complaint.

- 8 a. Defendants' combinations or conspiracies had the following effects: (1)
9 LCD price competition was restrained, suppressed, and eliminated
10 throughout Nebraska; (2) LCD prices were raised, fixed, maintained and
11 stabilized at artificially high levels throughout Nebraska; (3) Nebraska
12 Plaintiffs and members of the Nebraska Indirect Purchaser Class were
13 deprived of free and open competition; and (4) Nebraska Plaintiffs and
14 members of the Nebraska Indirect Purchaser Class paid supracompetitive,
15 artificially inflated prices for LCD.
- 16 b. During the Class Period, Defendants' illegal conduct substantially affected
17 Nebraska commerce.
- 18 c. As a direct and proximate result of Defendants' unlawful conduct, Nebraska
19 Plaintiffs and members of the Nebraska Indirect Purchaser Class have been
20 injured in their business and property and are threatened with further injury.
- 21 d. By reason of the foregoing, defendants have entered into agreements in
22 restraint of trade in violation of Nebraska Rev. Stat. §§ 59-801, *et seq.*
23 Accordingly, Nebraska Plaintiffs and all members of the Nebraska Indirect
24 Purchaser Class seek all relief available under Nebraska Rev. Stat. §§ 59-
25 801, *et seq.*

26 257. Plaintiffs Richard Granich, and Allen Kelley ("Nevada Plaintiffs") incorporate and
27 reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Nevada; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Nevada; (3) Nevada Plaintiffs and members of the Nevada Indirect Purchaser Class were deprived of free and open competition; and (4) Nevada Plaintiffs and members of the Nevada Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants' illegal conduct substantially affected Nevada commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, Nevada Plaintiffs and members of the Nevada Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Nevada Rev. Stat. Ann. §§ 598A, *et seq.* Accordingly, Nevada Plaintiffs and all members of the Nevada Indirect Purchaser Class seek all relief available under Nevada Rev. Stat. Ann. §§ 598A, *et seq.*

258. Plaintiffs Thomas Clark, John David Kittleson, Walden Minoli, and Marcia Weingarten ("New Mexico Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout New Mexico; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout New Mexico; (3) New Mexico Plaintiffs and members of the New Mexico Indirect Purchaser Class were deprived of free and open competition; and (4) New Mexico Plaintiffs

and members of the New Mexico Indirect Purchaser Class paid
supracompetitive, artificially inflated prices for LCD.

- b. During the Class Period, Defendants' illegal conduct substantially affected New Mexico commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, New Mexico Plaintiffs and members of the New Mexico Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of New Mexico Stat. Ann. §§ 57-1-1, *et seq.* Accordingly, New Mexico Plaintiffs and all members of the New Mexico Indirect Purchaser Class seek all relief available under New Mexico Stat. Ann. §§ 57-1-1, *et seq.*

259. Plaintiffs William Fisher and Donna Jeanne Flanagan, ("North Carolina Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout North Carolina; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout North Carolina; (3) North Carolina Plaintiffs and members of the North Carolina Indirect Purchaser Class were deprived of free and open competition; and (4) North Carolina Plaintiffs and members of the North Carolina Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants' illegal conduct substantially affected North Carolina commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, North

1 Carolina Plaintiffs and members of the North Carolina Indirect Purchaser
 2 Class have been injured in their business and property and are threatened
 3 with further injury.

- 4 d. By reason of the foregoing, defendants have entered into agreements in
 5 restraint of trade in violation of North Carolina Gen. Stat. §§ 75-1, *et seq.*
 6 Accordingly, North Carolina Plaintiffs and all members of the North
 7 Carolina Indirect Purchaser Class seek all relief available under North
 8 Carolina Gen. Stat. §§ 75-1, *et. seq.*

9 260. Plaintiff Bob George incorporates and realleges each and every allegation set forth
 10 in the preceding paragraphs of this Complaint.

- 11 a. Defendants' combinations or conspiracies had the following effects: (1)
 12 LCD price competition was restrained, suppressed, and eliminated
 13 throughout North Dakota; (2) LCD prices were raised, fixed, maintained
 14 and stabilized at artificially high levels throughout North Dakota; (3)
 15 Plaintiff George and members of the North Dakota Indirect Purchaser Class
 16 were deprived of free and open competition; and (4) Plaintiff George and
 17 members of the North Dakota Indirect Purchaser Class paid
 18 supracompetitive, artificially inflated prices for LCD.
- 19 b. During the Class Period, Defendants' illegal conduct had a substantial effect
 20 on North Dakota commerce.
- 21 c. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff
 22 George and members of the North Dakota Indirect Purchaser Class have
 23 been injured in their business and property and are threatened with further
 24 injury.
- 25 d. By reason of the foregoing, defendants have entered into agreements in
 26 restraint of trade in violation of North Dakota Cent. Code §§ 51-08.1-01, *et*
 27 *seq.* Accordingly, Plaintiff Bob George and all members of the North
 28

1 Dakota Indirect Purchaser Class seek all relief available under North Dakota
2 Cent. Code §§ 51-08.1-01, *et seq.*

3 261. Pennsylvania Plaintiffs and the members of the Pennsylvania Indirect Purchaser
4 Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of
5 this Complaint

- 6 a. Defendants' combinations or conspiracies had the following effects: (1)
7 LCD price competition was restrained, suppressed, and eliminated
8 throughout Pennsylvania; (2) LCD prices were raised, fixed, maintained and
9 stabilized at artificially high levels throughout Pennsylvania; (3)
10 Pennsylvania Plaintiffs and members of the Pennsylvania Indirect Purchaser
11 Class were deprived of free and open competition; and (4) Pennsylvania
12 Plaintiffs and members of the Pennsylvania Indirect Purchaser Class paid
13 supracompetitive, artificially inflated prices for LCD.
- 14 b. During the Class Period, Defendants' illegal conduct had a substantial effect
15 on Pennsylvania residents.
- 16 c. As a direct and proximate result of Defendants' unlawful conduct,
17 Pennsylvania Plaintiffs and members of the Pennsylvania Indirect
18 Purchaser Class have been injured in their business and property and are
19 threatened with further injury.
- 20 d. By reason of the foregoing, defendants have entered into agreements in
21 restraint of trade in violation of Pennsylvania common law. Accordingly,
22 Pennsylvania Plaintiffs and all members of the Pennsylvania Indirect
23 Purchaser Class seek all relief available under Pennsylvania common law.

24 262. Plaintiff Oscar Cintron and the members of the Puerto Rico Indirect Purchaser
25 Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of
26 this Complaint.

- 27 a. Defendants' combinations or conspiracies had the following effects: (1)
28

LCD price competition was restrained, suppressed, and eliminated throughout Puerto Rico; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Puerto Rico; (3) Plaintiff Cintron and members of the Puerto Rico Indirect Purchaser Class were deprived of free and open competition; and (4) Plaintiff Cintron and members of the Puerto Rico Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.

b. During the Class Period, Defendants' illegal conduct had a substantial effect on Puerto Rico commerce.

c. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff Cintron and members of the Puerto Rico Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.

d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Puerto Rico 10 LPRA § 258 and 32 LPRA §§ 5141. Accordingly, Plaintiff Oscar Cintron and all members of the Puerto Rico Indirect Purchaser Class seek all relief available under Puerto Rico law.

263. Plaintiffs Christopher Bessette and Chad Hansen ("South Dakota Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout South Dakota; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout South Dakota; (3) South Dakota Plaintiffs and members of the South Dakota Indirect Purchaser Class were deprived of free and open competition; and (4) South Dakota Plaintiffs and members of the South Dakota Indirect Purchaser Class paid

supracompetitive, artificially inflated prices for LCD.

- b. During the Class Period, Defendants' illegal conduct had a substantial effect on South Dakota commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, South Dakota Plaintiffs and members of the South Dakota Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of South Dakota Codified Laws Ann. §§ 37-1, *et seq.* Accordingly, South Dakota Plaintiffs and all members of the South Dakota Indirect Purchaser Class seek all relief available under South Dakota Codified Laws Ann. §§ 37-1, *et seq.*

264. Plaintiffs Scott Beall, Dena Williams, and Ann Scott ("Tennessee Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Tennessee; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Tennessee; (3) Tennessee Plaintiffs and members of the Tennessee Indirect Purchaser Class were deprived of free and open competition; and (4) Tennessee Plaintiffs and members of the Tennessee Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants' illegal conduct had a substantial effect on Tennessee commerce as products containing LCD were sold in Tennessee.
- c. As a direct and proximate result of Defendants' unlawful conduct,

Tennessee Plaintiffs and members of the Tennessee Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.

- d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Tennessee Code Ann. §§ 47-25-101, *et seq.* Accordingly, Tennessee Plaintiffs and all members of the Tennessee Indirect Purchaser Class seek all relief available under Tennessee Code Ann. §§ 47-25-101, *et seq.*

265. Plaintiff Robert Watson (“Vermont Plaintiff”) and members of the Vermont Indirect Purchaser Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants’ combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Vermont; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Vermont; (3) Vermont Plaintiff and members of the Vermont Indirect Purchaser Class were deprived of free and open competition; and (4) the Vermont Plaintiff and members of the Vermont Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants’ illegal conduct had a substantial effect on Vermont commerce.
- c. As a direct and proximate result of Defendants’ unlawful conduct, the Vermont Plaintiff and members of the Vermont Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- a. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Vermont Stat. Ann. 9 §§ 2453, *et seq.*

1 Accordingly, the Vermont Plaintiff and all members of the Vermont Indirect
 2 Purchaser Class seek all relief available under Vermont Stat. Ann. 9 §§
 3 2453, *et seq.*

4 266. Plaintiffs John Matrich and Tara Perry (“West Virginia Plaintiffs”) incorporate and
 5 reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- 6 a. Defendants’ combinations or conspiracies had the following effects: (1)
 7 LCD price competition was restrained, suppressed, and eliminated
 8 throughout West Virginia; (2) LCD prices were raised, fixed, maintained
 9 and stabilized at artificially high levels throughout West Virginia; (3) West
 10 Virginia Plaintiffs and members of the West Virginia Indirect Purchaser
 11 Class were deprived of free and open competition; and (4) West Virginia
 12 Plaintiffs and members of the West Virginia Indirect Purchaser Class paid
 13 supracompetitive, artificially inflated prices for LCD.
- 14 b. During the Class Period, Defendants’ illegal conduct had a substantial effect
 15 on West Virginia commerce.
- 16 c. As a direct and proximate result of Defendants’ unlawful conduct, West
 17 Virginia Plaintiffs and members of the West Virginia Indirect Purchaser
 18 Class have been injured in their business and property and are threatened
 19 with further injury.
- 20 d. By reason of the foregoing, defendants have entered into agreements in
 21 restraint of trade in violation of West Virginia §§ 47-18-1, *et seq.*
 22 Accordingly, West Virginia Plaintiffs and all members of the West Virginia
 23 Indirect Purchaser Class seek all relief available under West Virginia §§ 47-
 24 18-1, *et seq.*

25 267. Plaintiffs Joe Kovacevich, Toomas Mitt, and Jai and Amy Paguirigan (“Wisconsin
 26 Plaintiffs”) incorporate and reallege each and every allegation set forth in the preceding
 27 paragraphs of this Complaint.

- a. Defendants' combinations or conspiracies had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Wisconsin; (2) LCD prices were raised, fixed, maintained and stabilized at artificially high levels throughout Wisconsin; (3) Wisconsin Plaintiffs and members of the Wisconsin Indirect Purchaser Class were deprived of free and open competition; and (4) Wisconsin Plaintiffs and members of the Wisconsin Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants' illegal conduct had a substantial effect on Wisconsin commerce.
- c. As a direct and proximate result of Defendants' unlawful conduct, Wisconsin Plaintiffs and members of the Wisconsin Indirect Purchaser Class have been injured in their business and property and are threatened with further injury.
- d. By reason of the foregoing, defendants have entered into agreements in restraint of trade in violation of Wisconsin Stat. §§ 133.01, *et seq.* Accordingly, Wisconsin Plaintiffs and all members of the Wisconsin Indirect Purchaser Class seek all relief available under Wisconsin Stat. §§ 133.01, *et seq.*

Fourth Claim for Relief

(Violation of State Consumer Protection And Unfair Competition Laws)

268. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

269. Defendants engaged in unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of the state consumer protection and unfair competition statutes listed below.

270. Plaintiffs Robert Harmon ("Arkansas Plaintiff") and the members of the Arkansas

1 Indirect Purchaser Class incorporate and reallege each and every allegation set forth in the
2 preceding paragraphs of this Complaint.

- 3 a. The acts and practices of Defendants, as set forth herein, constitute
4 deceptive and unconscionable acts in the conduct of Defendants' business in
5 violation of the ADTPA.
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- 1 b. Defendants deliberately failed to disclose material facts to Arkansas
2 Plaintiff and the members of the Arkansas Indirect Purchaser Class
3 concerning Defendants' unlawful activities and artificially inflated prices
4 for LCD. Defendants owed a duty to disclose such facts, and considering the
5 relative lack of sophistication of the average, non-business consumer,
6 Defendants breached that duty by their silence. Defendants misrepresented
7 to all consumers during the Class Period that Defendants' LCD prices were
8 competitive and fair.
- 9 c. Defendants' unlawful conduct had the following effects: (1) LCD price
10 competition was restrained, suppressed, and eliminated throughout
11 Arkansas; (2) LCD prices were raised, fixed, maintained, and stabilized at
12 artificially high levels throughout Arkansas; (3) Arkansas Plaintiff and
13 members of the Arkansas Indirect Purchaser Class were deprived of free and
14 open competition; and (4) Arkansas Plaintiff and members of the Arkansas
15 Indirect Purchaser Class paid supra-competitive, artificially inflated prices
16 for LCD.
- 17 d. As a direct and proximate result of the Defendants' violations of law,
18 Arkansas Plaintiff and members of the Arkansas Indirect Purchaser Class
19 suffered an ascertainable loss of money or property as a result of
20 Defendants' use or employment of unconscionable and deceptive
21 commercial practices as set forth above. That loss was caused by
22 Defendants' willful and deceptive conduct, as described herein.
- 23 e. Defendants violated the ADTPA under its "catch-all provision," 4-88-
24 107(10), by engaging in deceptive and unconscionable conduct as described
25 herein. Defendants' deception, including its affirmative misrepresentations
26 and omissions concerning the price of LCD, likely misled all consumers
27 acting reasonably under the circumstances to believe that they were
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1 purchasing LCD at prices born by a free and fair market. Defendants'
 2 affirmative misrepresentations and omissions constitute information
 3 important to Arkansas Plaintiff and the members of the Arkansas Indirect
 4 Purchaser Class as they related to the cost of LCD they purchased

- 5 f. Defendants have engaged in unfair competition or unfair or deceptive acts
 6 or practices in violation of Arkansas Code § 4-88-101, *et seq.*, and,
 7 accordingly, Arkansas Plaintiff and all members of the Arkansas Indirect
 8 Purchaser Class seek all relief available under that statute.

9 271. California plaintiffs incorporate and reallege each and every allegation set forth in
 10 the preceding paragraphs of this Complaint.

- 11 a. Defendants' business acts and practices were centered in, carried out,
 12 effectuated, and perfected mainly within the State of California, and
 13 defendants' conduct injured all members of the California Indirect
 14 Purchaser Class. Therefore, this claim for relief under California law is
 15 brought on behalf of the California Indirect Purchaser Class.
- 16 b. Beginning on a date unknown to California plaintiffs, but at least as early as
 17 January 1, 2002, and continuing thereafter at least up through December 31,
 18 2006, defendants committed and continue to commit acts of unfair
 19 competition, as defined by Sections 17200, *et seq.* of the California
 20 Business and Professions Code, by engaging in the acts and practices
 21 specified above.
- 22 c. This claim is instituted pursuant to Sections 17203 and 17204 of the
 23 California Business and Professions Code, to obtain restitution from these
 24 defendants for acts, as alleged herein, that violated Section 17200 of the
 25 California Business and Professions Code, commonly known as the Unfair
 26 Competition Law.
- 27 d. The defendants' conduct as alleged herein violated Section 17200. The
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1 acts, omissions, misrepresentations, practices and non-disclosures of
 2 defendants, as alleged herein, constituted a common, continuous, and
 3 continuing course of conduct of unfair competition by means of unfair,
 4 unlawful, and/or fraudulent business acts or practices within the meaning of
 5 California Business and Professions Code, Section 17200, *et seq.*, including,
 6 but not limited to, the following: (1) the violations of Section 1 of the
 7 Sherman Act, as set forth above; (2) the violations of Section 16720, *et seq.*,
 8 of the California Business and Professions Code, set forth above;

- 9 e. Defendants' acts, omissions, misrepresentations, practices, an non-
 10 disclosures, as described above, whether or not in violation of Section
 11 16720, *et seq.*, of the California Business and Professions Code, and
 12 whether or not concerted or independent acts, are otherwise unfair,
 13 unconscionable, unlawful or fraudulent;
- 14 f. Defendants' acts or practices are unfair to consumers of LCD products in
 15 the State of California within the meaning of Section 17200, California
 16 Business and Professions Code; and
- 17 g. Defendants' acts and practices are fraudulent or deceptive within the
 18 meaning of Section 17200 of the California Business and professions Code.
- 19 h. California plaintiffs and each of the California Indirect Purchaser Class
 20 members are entitled to full restitution and/or disgorgement of all revenues,
 21 earnings, profits, compensation, and benefits that may have been obtained
 22 by defendants as a result of such business acts or practices.
- 23 i. The illegal conduct alleged herein is continuing and there is no indication
 24 that defendants will not continue such activity into the future.
- 25 j. The unlawful and unfair business practices of defendants, and each of them,
 26 as described above, have caused and continue to cause plaintiffs and the
 27 members of the California Class to pay supracompetitive and artificially-

1 inflated prices for LCD products. California plaintiffs and the members of
 2 the California Indirect Purchaser Class suffered injury in fact and lost
 3 money or property as a result of such unfair competition.

4 k. The conduct of defendants as alleged in this Complaint violates Section
 5 17200 of the California Business and Professions Code.

6 l. As alleged in this Complaint, defendants and their co-conspirators have
 7 been unjustly enriched as a result of their wrongful conduct and by
 8 defendants' unfair competition. California plaintiffs and the members of the
 9 California Indirect Purchaser Class are accordingly entitled to equitable
 10 relief including restitution and/or disgorgement of all revenues, earnings,
 11 profits, compensation, and benefits that may have been obtained by
 12 defendants as a result of such business practices, pursuant to the California
 13 Business and Professions Code, Sections 17203 and 17204.

14 272. Plaintiffs Gail Feser, Tim Gregory, and David Walker ("District of Columbia
 15 Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding
 16 paragraphs of this Complaint.

17 a. Defendants agreed to, and did in fact, act in restraint of trade or commerce
 18 by affecting, fixing, controlling and/or maintaining, at artificial and/or non-
 19 competitive levels, the prices at which LCD was sold, distributed or
 20 obtained in the District of Columbia.

21 b. The foregoing conduct constitutes "unlawful trade practices," within the
 22 meaning of D.C. Code § 28-3904.

23 c. Defendants' unlawful conduct had the following effects: (1) LCD price
 24 competition was restrained, suppressed, and eliminated throughout the
 25 District of Columbia; (2) LCD prices were raised, fixed, maintained, and
 26 stabilized at artificially high levels throughout the District of Columbia; (3)
 27 District of Columbia Plaintiffs and members of the District of Columbia
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1 Indirect Purchaser Class were deprived of free and open competition; and
 2 (4) District of Columbia Plaintiffs and members of the District of Columbia
 3 Indirect Purchaser Class paid supra-competitive, artificially inflated prices
 4 for LCD.

- 5 d. As a direct and proximate result of the Defendants' conduct, District of
 6 Columbia Plaintiffs and members of the District of Columbia Indirect
 7 Purchaser Class have been injured and are threatened with further injury.
 8 Defendants have engaged in unfair competition or unfair or deceptive acts
 9 or practices in violation of District of Columbia Code § 28-3901, *et seq.*,
 10 and, accordingly, District of Columbia Plaintiffs and all members of the
 11 District of Columbia Indirect Purchaser Class seek all relief available under
 12 that statute.

13 273. Plaintiffs Mauricio DeFrancisco, Scott Eisler, Robin Feins, and Janet Figueroa
 14 ("Florida Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding
 15 paragraphs of this Complaint.

- 16 a. Defendants' unlawful conduct had the following effects: (1) LCD price
 17 competition was restrained, suppressed, and eliminated throughout Florida;
 18 (2) LCD prices were raised, fixed, maintained, and stabilized at artificially
 19 high levels throughout Florida; (3) Florida Plaintiffs and members of the
 20 Florida Indirect Purchaser Class were deprived of free and open
 21 competition; and (4) Florida Plaintiffs and members of the Florida Indirect
 22 Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
 23 b. During the Class Period, Defendants' illegal conduct substantially affected
 24 Florida commerce and consumers.
 25 c. As a direct and proximate result of Defendants' unlawful conduct, Florida
 26 Plaintiffs and members of the Florida Indirect Purchaser Class have been
 27 injured and are threatened with further injury.
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- d. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Florida Stat. § 501.201, *et seq.*, and, accordingly, Florida Plaintiffs and all members of the Florida Indirect Purchaser Class seek all relief available under that statute.

274. Plaintiffs Gail Awakuni, and John Okita (“Hawaii Plaintiffs”) incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants’ unlawful conduct had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Hawaii; (2) LCD prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Hawaii; (3) Hawaii Plaintiffs and members of the Hawaii Indirect Purchaser Class were deprived of free and open competition; and (4) Hawaii Plaintiffs and members of the Hawaii Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- b. During the Class Period, Defendants’ illegal conduct substantially affected Hawaii commerce and consumers.
- c. As a direct and proximate result of Defendants’ unlawful conduct, Hawaii Plaintiffs and members of the Hawaii Indirect Purchaser Class have been injured and are threatened with further injury.
- d. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Hawaii Rev. Stat. § 480, *et seq.*, and, accordingly, Hawaii Plaintiffs and all members of the Hawaii Indirect Purchaser Class seek all relief available under that statute.

275. Plaintiffs Peter Coyle, Rex Getz, and Kou Srimoungchanh (“Kansas Plaintiffs”) incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. The conduct of the Defendants described herein constitutes consumer-oriented deceptive acts or practices within the meaning of Kansas law,

1 which resulted in consumer injury and broad adverse impact on the public at
 2 large, and harmed the public interest of Kansas in an honest marketplace in
 3 which economic activity is conducted in a competitive manner.

- 4 b. Defendants' unlawful conduct had the following effects: (1) LCD price
 5 competition was restrained, suppressed, and eliminated throughout Kansas;
 6 (2) LCD prices were raised, fixed, maintained, and stabilized at artificially
 7 high levels throughout Kansas; (3) Kansas Plaintiffs and members of the
 8 Kansas Indirect Purchaser Class were deprived of free and open
 9 competition; and (4) Kansas Plaintiffs and members of the Kansas Indirect
 10 Purchaser Class paid supra-competitive, artificially inflated prices for LCD.
- 11 c. During the Class Period, Defendants' illegal conduct substantially affected
 12 Kansas commerce and consumers.
- 13 d. During the Class Period, each of the Defendants named herein, directly, or
 14 indirectly and through affiliates they dominated and controlled,
 15 manufactured, sold and/or distributed LCD in Kansas.
- 16 e. Kansas Plaintiffs and members of the Kansas Indirect Purchaser Class seek
 17 actual damages for their injuries caused by these violations in an amount to
 18 be determined at trial and are threatened with further injury. Defendants
 19 have engaged in unfair competition or unfair or deceptive acts or practices
 20 in violation of Kansas Stat. § 50-623, *et seq.*, and, accordingly, Kansas
 21 Plaintiffs and all members of the Kansas Indirect Purchaser Class seek all
 22 relief available under that statute.

23 276. Plaintiff Patricia Ronco incorporates and realleges each and every allegation set
 24 forth in the preceding paragraphs of this Complaint.

- 25 a. Plaintiff Ronco and members of the Maine Indirect Purchaser Class
 26 purchased in the State of Maine and paid out-of-pocket for LCD, primarily
 27 for personal use.

- b. Defendants agreed to, and did in fact, act in restraint of trade by affecting, fixing, controlling and/or maintaining at artificial and non-competitive levels, the prices at which LCD was sold, distributed or obtained in Maine and took efforts to conceal their agreements from Plaintiff Ronco and members of the Maine Indirect Purchaser Class.
- c. Defendants' unlawful conduct had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Maine; (2) LCD prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Maine; (3) Plaintiff Ronco and members of the Maine Indirect Purchaser Class were deprived of free and open competition; and (4) Plaintiff Ronco and members of the Maine Indirect Purchaser Class paid supracompetitive, artificially inflated prices for LCD.
- d. During the Class Period, Defendants' illegal conduct substantially affected Maine commerce.
- e. As a direct and proximate result of the Defendants' unlawful conduct, Plaintiff Ronco and members of the Maine Indirect Purchaser Class have been injured and are threatened with further injury. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of 5 Maine Rev. Stat. § 207, *et seq.*, and, accordingly, Plaintiff Patricia Ronco and all members of the Maine Indirect Purchaser Class seek all relief available under that statute.

277. Massachusetts Plaintiffs Michael Ayers and Christopher Murphy ("Massachusetts Plaintiffs") and members of the Massachusetts Indirect Purchaser Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants were engaged in trade or commerce as defined by G.L. c. 93A.
- b. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a market which includes Massachusetts, by affecting, fixing, controlling

1 and/or maintaining at artificial and non-competitive levels, the prices at
2 which LCD was sold, distributed, or obtained in Massachusetts and took
3 efforts to conceal their agreements from the Massachusetts Plaintiffs and
4 members of the Massachusetts Indirect Purchaser Class.

- 5 c. Defendants' unlawful conduct had the following effects: (1) LCD price
6 competition was restrained, suppressed, and eliminated throughout
7 Massachusetts; (2) LCD prices were raised, fixed, maintained, and
8 stabilized at artificially high levels throughout Massachusetts; (3)
9 Massachusetts Plaintiffs and members of the Massachusetts Indirect
10 Purchaser Class were deprived of free and open competition; and (4)
11 Massachusetts Plaintiffs and members of the Massachusetts Indirect
12 Purchaser Class paid supra-competitive, artificially inflated prices for LCD.
- 13 d. As a direct and proximate result of Defendants' unlawful conduct,
14 Massachusetts Plaintiffs and members of the Massachusetts Indirect
15 Purchaser Class were injured and are threatened with further injury.
- 16 e. Each of the Defendants has been served with a demand letter in accordance
17 with G.L. c. 93A, § 9, or such service of a demand letter was unnecessary
18 due to the Defendant not maintaining a place of business within the
19 Commonwealth of Massachusetts or not keeping assets within the
20 Commonwealth. More than thirty days has passed since such demand letters
21 were served, and each Defendant served has failed to make a reasonable
22 settlement offer.
- 23 f. By reason of the foregoing, Defendants engaged in unfair competition and
24 unfair or deceptive acts or practices, in violation of G.L. c. 93A, §2.
25 Defendants' and their co-conspirators' violations of Chapter 93A were
26 knowing or willful, entitling the Massachusetts Plaintiffs and members of
27 the Massachusetts Indirect Purchaser Class to multiple damages.

1 278. Nebraska Plaintiffs and members of the Nebraska Indirect Purchaser Class
2 incorporate and reallege each and every allegation set forth in the preceding paragraphs of this
3 Complaint.

- 4 a. Defendants agreed to, and did in fact, act in restraint of trade or commerce
5 in a market which includes Nebraska, by affecting, fixing, controlling and/or
6 maintaining at artificial and non-competitive levels, the prices at which
7 LCD was sold, distributed, or obtained in Nebraska and took efforts to
8 conceal their agreements from Nebraska Plaintiffs and members of the
9 Nebraska Indirect Purchaser Class.
- 10 b. Defendants' unlawful conduct had the following effects: (1) LCD price
11 competition was restrained, suppressed, and eliminated throughout
12 Nebraska; (b) LCD prices were raised, fixed, maintained, and stabilized at
13 artificially high levels throughout Nebraska; (c) Nebraska Plaintiffs and
14 members of the Nebraska Indirect Purchaser Class were deprived of free,
15 fair and honest competition; and (d) Nebraska Plaintiffs and members of the
16 Nebraska Indirect Purchaser Class paid supra-competitive, artificially
17 inflated prices for LCD panels.
- 18 c. As a direct and proximate result of Defendants' unlawful conduct, Nebraska
19 Plaintiffs and members of the Nebraska Indirect-Purchaser class were
20 injured and are threatened with further injury.

21 279. Plaintiffs and members of the New Hampshire Indirect Purchaser Class incorporate
22 and reallege each and every allegation set for in the preceding paragraphs of this Complaint.

- 23 a. Defendants were engaged in trade or commerce as defined by § 358-A:1.
- 24 b. Defendants agreed to, and did in fact, act in an unfair method of competition
25 and used unfair or deceptive acts and practices in the conduct of trade or
26 commerce within New Hampshire, by affecting, fixing, controlling, and/or
27 maintaining, at artificial and non-competitive levels, the prices at which
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LCD panels were sold, distributed, or obtained in New Hampshire.

- c. Defendants deliberately failed to disclose material facts to Plaintiffs and members of the New Hampshire Indirect Purchaser Class concerning Defendants' unlawful activities and artificially inflated prices for LCD panels. Defendants owed a duty to disclose such facts, and considering the relative lack of sophistication of the average, non-business consumer, Defendants breached that duty by their silence. Defendants misrepresented to all consumers during the Class Period that Defendants' LCD panel prices were competitive and fair.
- d. Defendants' unlawful conduct had the following effects: a. LCD panel price competition was restrained, suppressed, and eliminated throughout New Hampshire; b. LCD panel prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New Hampshire; c. New Hampshire Plaintiffs and members of the New Hampshire Indirect Purchaser Class were deprived of free and open competition; and d. New Hampshire Plaintiffs and members of the New Hampshire Indirect Purchaser Class paid supra-competitive, artificially inflated prices for LCD panels.
- e. As a direct and proximate result of the Defendants' violations of law, New Hampshire Plaintiffs and members of the New Hampshire Indirect Purchaser Class suffered an ascertainable loss of money or property as a result of Defendants' use or employment of unfair and deceptive commercial practices as set forth above. That loss was caused by Defendants' willful and deceptive conduct, as described herein.
- f. Defendants' unfair method of competition and use of unfair or deceptive acts and practices in the conduct of trade or commerce, including its affirmative misrepresentations and omissions concerning the price of LCD panels,

likely misled all consumers acting reasonably under the circumstances to believe that they were purchasing LCD panels at prices born by a free and fair market.

- g. Defendants have knowingly engaged in unfair methods of competition or unfair or deceptive acts or practices in the conduct of trade or commerce in violation of N.H. REV. STAT. ANN. § 358-A:2, et seq., and, accordingly, plaintiffs and all members of the New Hampshire Indirect Purchaser Class seek all relief available under that statute.

280. Plaintiffs Thomas Clark, John David Kittleson, Walden Minoli, and Marcia Weingarten (“New Mexico Plaintiffs”) incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants agreed to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling and/or maintaining at non-competitive and artificially inflated levels, the prices at which LCD was sold, distributed or obtained in New Mexico and took efforts to conceal their agreements from New Mexico Plaintiffs and members of the New Mexico Indirect Purchaser Class.
- b. The aforementioned conduct on the part of the Defendants constituted “unconscionable trade practices,” in violation of N.M.S.A. Stat. § 57-12-3, in that such conduct, *inter alia*, resulted in a gross disparity between the value received by New Mexico Plaintiffs and the members of the New Mexico Indirect Purchaser Class and the prices paid by them for LCD as set forth in N.M.S.A., § 57-12-2E.
- c. Defendants’ unlawful conduct had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout New Mexico; (2) LCD prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New Mexico; (3) New Mexico Plaintiffs

1 and members of the New Mexico Indirect Purchaser Class were deprived of
 2 free and open competition; and (4) New Mexico Plaintiffs and members of
 3 the New Mexico Indirect Purchaser Class paid supra-competitive,
 4 artificially inflated prices for LCD.

- 5 d. During the Class Period, Defendants' illegal conduct substantially affected
 6 New Mexico commerce and consumers.
- 7 e. As a direct and proximate result of the unlawful conduct of the Defendants,
 8 New Mexico Plaintiffs and members of the New Mexico Indirect Purchaser
 9 Class have been injured and are threatened with further injury.
- 10 f. Defendants have engaged in unfair competition or unfair or deceptive acts
 11 or practices in violation of New Mexico Stat. § 57-12-1, *et seq.*, and,
 12 accordingly, New Mexico plaintiffs and all members of the New Mexico
 13 Indirect Purchaser Class seek all relief available under that statute.

14 281. Plaintiffs Tom DiMatteo, Erin Drew, and Chris Ferencsik ("New York Plaintiffs")
 15 incorporate and reallege each and every allegation set forth in the preceding paragraphs of this
 16 Complaint.

- 17 a. Defendants agree to, and did in fact, act in restraint of trade or commerce by
 18 affecting, fixing, controlling and/or maintaining, at artificial and non-
 19 competitive levels, the prices at which LCD was sold, distributed or
 20 obtained in New York and took efforts to conceal their agreements from
 21 New York Plaintiffs and the New York Indirect Purchaser Class.
- 22 b. The conduct of the Defendants described herein constitutes consumer-
 23 oriented deceptive acts or practices within the meaning of N.Y. Gen. Bus.
 24 Law § 349, which resulted in consumer injury and broad adverse impact on
 25 the public at large, and harmed the public interest of New York State in an
 26 honest marketplace in which economic activity is conducted in a
 27 competitive manner.

- c. Defendants' unlawful conduct had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout New York; (2) LCD prices were raised, fixed, maintained, and stabilized at artificially high levels throughout New York; (3) New York Plaintiffs and members of the New York Indirect Purchaser Class were deprived of free and open competition; and (4) New York Plaintiffs and members of the New York Indirect Purchaser Class paid supra-competitive, artificially inflated prices for LCD.
- d. During the Class Period, Defendants' illegal conduct substantially affected New York commerce and consumers.
- e. During the Class Period, each of the Defendants named herein, directly, or indirectly and through affiliates they dominated and controlled, manufactured, sold and/or distributed LCD in New York.
- f. New York Plaintiffs and members of the New York Indirect Purchaser Class seek actual damages for their injuries caused by these violations in an amount to be determined at trial and are threatened with further injury. Without prejudice to their contention that Defendants' unlawful conduct was willful and knowing, New York Plaintiffs and members of the New York Indirect Purchaser Class do not seek in this action to have those damages trebled pursuant to N.Y. Gen. Bus. Law § 349 (h).

282. Plaintiffs William Fisher, and Donna Jeanne Flanagan ("North Carolina Plaintiffs") incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants agree to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling and/or maintaining, at artificial and non-competitive levels, the prices at which LCD was sold, distributed or obtained in North Carolina and took efforts to conceal their agreements

1 from Plaintiffs and the North Carolina Indirect Purchaser Class.

- 2 b. The conduct of the Defendants described herein constitutes consumer-
3 oriented deceptive acts or practices within the meaning of North Carolina
4 law, which resulted in consumer injury and broad adverse impact on the
5 public at large, and harmed the public interest of North Carolina consumers
6 in an honest marketplace in which economic activity is conducted in a
7 competitive manner.
- 8 c. Defendants' unlawful conduct had the following effects: (1) LCD price
9 competition was restrained, suppressed, and eliminated throughout North
10 Carolina; (2) LCD prices were raised, fixed, maintained, and stabilized at
11 artificially high levels throughout North Carolina; (3) North Carolina
12 Plaintiffs and members of the North Carolina Indirect Purchaser Class were
13 deprived of free and open competition; and (4) North Carolina Plaintiffs and
14 members of the North Carolina Indirect Purchaser Class paid supra-
15 competitive, artificially inflated prices for LCD.
- 16 d. During the Class Period, Defendants' illegal conduct substantially affected
17 North Carolina commerce and consumers.
- 18 e. During the Class Period, each of the Defendants named herein, directly, or
19 indirectly and through affiliates they dominated and controlled,
20 manufactured, sold and/or distributed LCD in North Carolina.
- 21 f. North Carolina Plaintiffs and members of the North Carolina Indirect
22 Purchaser Class seek actual damages for their injuries caused by these
23 violations in an amount to be determined at trial and are threatened with
24 further injury. Defendants have engaged in unfair competition or unfair or
25 deceptive acts or practices in violation of North Carolina Gen. Stat. § 75-
26 1.1, *et seq.*, and, accordingly, North Carolina Plaintiffs and all members of
27 the North Carolina Indirect Purchaser Class seek all relief available under
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that statute.

283. Pennsylvania Plaintiffs and the members of the Pennsylvania Indirect Purchaser Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of this Complaint

- a. Defendants were engaged in trade and commerce as defined by the UTPCPL, 73 P.S. § 201-1, *et seq.*
- b. Pennsylvania Plaintiffs and members of the Pennsylvania Indirect Purchaser Class purchased LCD for personal, family, or household purposes.
- c. The acts and practices of Defendants, as set forth herein, constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of Defendants' business in violation of the UTPCPL, as aforesaid.
- d. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a market that includes Pennsylvania, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which LCD was sold, distributed, or obtained in Pennsylvania.
- e. Defendants deliberately failed to disclose material facts to Pennsylvania Plaintiffs and the members of the Pennsylvania Indirect Purchaser Class concerning Defendants' unlawful activities and artificially inflated prices for LCD. Defendants owed a duty to disclose such facts, and considering the relative lack of sophistication of the average, non-business consumer, Defendants breached that duty by their silence. Defendants misrepresented to all consumers during the Class Period that Defendants' LCD prices were competitive and fair.
- f. Defendants' unlawful conduct had the following effects: (1) LCD price competition was restrained, suppressed, and eliminated throughout Pennsylvania; (2) LCD prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Pennsylvania; (3) Pennsylvania

1 Plaintiffs and members of the Pennsylvania Indirect Purchaser Class were
 2 deprived of free and open competition; and (4) Pennsylvania Plaintiffs and
 3 members of the Pennsylvania Indirect Purchaser Class paid supra-
 4 competitive, artificially inflated prices for LCD.

5 g. As a direct and proximate result of the Defendants' violations of law,
 6 Pennsylvania Plaintiffs and members of the Pennsylvania Indirect Purchaser
 7 Class suffered an ascertainable loss of money or property as a result of
 8 Defendants' use or employment of unconscionable and deceptive
 9 commercial practices as set forth above. That loss was caused by
 10 Defendants' willful and deceptive conduct, as described herein.

11 h. Defendants' deception, including its affirmative misrepresentations and
 12 omissions concerning the price of LCD, likely misled all consumers acting
 13 reasonably under the circumstances to believe that they were purchasing
 14 LCD at prices born by a free and fair market. Defendants' affirmative
 15 misrepresentations and omissions constitute information important to
 16 Pennsylvania Plaintiffs and the members of the Pennsylvania Indirect
 17 Purchaser Class as they related to the cost of LCD they purchased.
 18 Defendants violated the UTPCPL under its "catch-all provision," 73 P.S. §
 19 201-2(4)(xxi), by engaging in deceptive conduct which created a likelihood
 20 of confusion or misunderstanding as alleged herein and Pennsylvania
 21 Plaintiffs seek all relief available thereunder.

22 284. Rhode Island Plaintiffs and the members of the Rhode Island Indirect Purchaser
 23 Class incorporate and reallege each and every allegation set forth in the preceding paragraphs of
 24 this Complaint.

25 a. Rhode Island Plaintiffs and members of the Rhode Island Indirect Purchaser
 26 Class purchased LCD for personal, family, or household purposes.

27 b. Defendants agreed to, and did in fact, act in restraint of trade or commerce
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1 in a market that includes Rhode Island, by affecting, fixing, controlling,
2 and/or maintaining, at artificial and non-competitive levels, the prices at
3 which LCD was sold, distributed, or obtained in Rhode Island.

4 c. Defendants deliberately failed to disclose material facts to Rhode Island
5 Plaintiffs and the members of the Rhode Island Indirect Purchaser Class
6 concerning Defendants' unlawful activities and artificially inflated prices
7 for LCD. Defendants owed a duty to disclose such facts, and considering the
8 relative lack of sophistication of the average, non-business consumer,
9 Defendants breached that duty by their silence. Defendants misrepresented
10 to all consumers during the Class Period that Defendants' LCD prices were
11 competitive and fair.

12 d. Defendants' unlawful conduct had the following effects: (1) LCD price
13 competition was restrained, suppressed, and eliminated throughout Rhode
14 Island; (2) LCD prices were raised, fixed, maintained, and stabilized at
15 artificially high levels throughout Rhode Island; (3) Rhode Island Plaintiffs
16 and members of the Rhode Island Indirect Purchaser Class were deprived of
17 free and open competition; and (4) Rhode Island Plaintiffs and members of
18 the Rhode Island Indirect Purchaser Class paid supra-competitive,
19 artificially inflated prices for LCD.

20 e. As a direct and proximate result of the Defendants' violations of law, Rhode
21 Island Plaintiffs and members of the Rhode Island Indirect Purchaser Class
22 suffered an ascertainable loss of money or property as a result of
23 Defendants' use or employment of unconscionable and deceptive
24 commercial practices as set forth above. That loss was caused by
25 Defendants' willful and deceptive conduct, as described herein.

26 f. Defendants' deception, including its affirmative misrepresentations and
27 omissions concerning the price of LCD, likely misled all consumers acting
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1 reasonably under the circumstances to believe that they were purchasing
 2 LCD at prices born by a free and fair market. Defendants' affirmative
 3 misrepresentations and omissions constitute information important to Rhode
 4 Island Plaintiffs and the members of the Rhode Island Indirect Purchaser
 5 Class as they related to the cost of LCD they purchased.

- 6 g. Defendants have engaged in unfair competition or unfair or deceptive acts
 7 or practices in violation of Rhode Island Gen. Laws. § 6-13.1-1, *et seq.*, and,
 8 accordingly, Rhode Island plaintiffs and all members of the Rhode Island
 9 Indirect Purchaser Class seek all relief available under that statute.

10 285. The Vermont Plaintiff incorporates and realleges each and every allegation set forth
 11 in the preceding paragraphs of this Complaint.

- 12 a. Defendants agreed to, and did in fact, act in restraint of trade or commerce
 13 in a market that includes Vermont, by affecting, fixing, controlling, and/or
 14 maintaining, at artificial and non-competitive levels, the prices at which
 15 LCD was sold, distributed, or obtained in Vermont.
- 16 b. Defendants deliberately failed to disclose material facts to the Vermont
 17 Plaintiff and the members of the Vermont Indirect Purchaser Class
 18 concerning Defendants' unlawful activities and artificially inflated prices
 19 for LCD. Defendants owed a duty to disclose such facts, and considering the
 20 relative lack of sophistication of the average, non-business consumer,
 21 Defendants breached that duty by their silence. Defendants misrepresented
 22 to all consumers during the Class Period that Defendants' LCD prices were
 23 competitive and fair.
- 24 c. Defendants' unlawful conduct had the following effects: (1) LCD price
 25 competition was restrained, suppressed, and eliminated throughout
 26 Vermont; (2) LCD prices were raised, fixed, maintained, and stabilized at
 27 artificially high levels throughout Vermont; (3) The Vermont Plaintiff and
 28

all members of the Vermont Indirect Purchaser Class were deprived of free and open competition; and (4) The Vermont Plaintiff and members of the Vermont Indirect Purchaser Class paid supra-competitive, artificially inflated prices for LCD.

- d. As a direct and proximate result of the Defendants' violations of law, the Vermont Plaintiff and members of the Vermont Indirect Purchaser Class suffered an ascertainable loss of money or property as a result of Defendants' use or employment of unconscionable and deceptive commercial practices as set forth above. That loss was caused by Defendants' willful and deceptive conduct, as described herein.
- e. Defendants' deception, including its affirmative misrepresentations and omissions concerning the price of LCD, likely misled all consumers acting reasonably under the circumstances to believe that they were purchasing LCD at prices born by a free and fair market. Defendants' misleading conduct and unconscionable activities constitutes unfair competition or unfair or deceptive acts or practices in violation of 9 Vermont § 2451, *et seq.*, and, accordingly, the Vermont Plaintiff and all members of the Vermont Indirect Purchaser Class seek all relief available under that statute.

286. Plaintiffs John Matrich ("West Virginia Plaintiff") incorporates and realleges each and every allegation set forth in the preceding paragraphs of this Complaint.

- a. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a market that includes West Virginia, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive levels, the prices at which LCD was sold, distributed, or obtained in West Virginia.
- b. Defendants deliberately failed to disclose and concealed material facts to West Virginia Plaintiff and the members of the West Virginia Indirect Purchaser Class concerning Defendants' unlawful activities and artificially

1 inflated prices for LCD. Defendants owed a duty to disclose such facts, and
 2 considering the relative lack of sophistication of the average, non-business
 3 consumer, Defendants breached that duty by their silence.

4 c. Defendants' unlawful conduct had the following effects: (1) LCD price
 5 competition was restrained, suppressed, and eliminated throughout West
 6 Virginia; (2) LCD prices were raised, fixed, maintained, and stabilized at
 7 artificially high levels throughout West Virginia; (3) West Virginia Plaintiff
 8 and members of the West Virginia Indirect Purchaser Class were deprived
 9 of free and open competition; and (4) West Virginia Plaintiff and members
 10 of the West Virginia Indirect Purchaser Class paid supra-competitive,
 11 artificially inflated prices for LCD.

12 d. As a direct and proximate result of the Defendants' violations of law, West
 13 Virginia Plaintiff and members of the West Virginia Indirect Purchaser
 14 Class suffered an ascertainable loss of money or property as a result of
 15 Defendants' use or employment of unconscionable and deceptive
 16 commercial practices as set forth above. That loss was caused by
 17 Defendants' willful and deceptive conduct, as described herein.

18 e. Defendants' deception, including its affirmative misrepresentations and
 19 omissions concerning the price of LCD, likely misled all consumers acting
 20 reasonably under the circumstances to believe that they were purchasing
 21 LCD at prices born by a free and fair market. Thus, Defendants have
 22 engaged in unfair competition or unfair or deceptive acts or practices in
 23 violation of West Virginia Code § 46A-6-101, *et seq.*, and, accordingly,
 24 West Virginia Plaintiff and all members of the West Virginia Indirect
 25 Purchaser Class seek all relief available under that statute.

26 **XII. PRAYER FOR RELIEF**

27 WHEREFORE, plaintiffs pray:

1 A. That the Court determine that the Sherman Act, state antitrust law, and state
2 consumer protection and unfair competition law claims alleged herein may be maintained as class
3 actions under Rules 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, as informed
4 by the respective state class action laws.

5 B. That the unlawful conduct, contract, conspiracy or combination alleged herein be
6 adjudged and decreed to be:

- 7 1. A restraint of trade or commerce in violation of Section 1 of the Sherman
8 Act, as alleged in the First Claim for Relief;
- 9 2. Acts of unjust enrichment as set forth in the Second Claim for Relief herein;
- 10 3. An unlawful combination, trust, agreement, understanding, and/or concert
11 of action in violation of the state antitrust laws identified in the Third Claim
12 for Relief herein; and
- 13 4. Violations of the state consumer protection and unfair competition laws
14 identified in the Fourth Claim for Relief herein.

15 C. That the plaintiffs and the Classes alleged herein recover damages, to the maximum
16 extent allowed under such laws as provided by state antitrust laws, and that a joint and several
17 judgment in favor of plaintiffs and the Class be entered against the defendants in an amount to be
18 trebled to the extent permitted by such laws;

19 D. That the plaintiffs and the Classes alleged herein recover damages, to the maximum
20 extent allowed by state consumer protection laws, except that plaintiffs and the New York Indirect
21 Purchaser Class do not seek in this action to have those damages trebled pursuant to N.Y. Gen.
22 Bus. Law Sec. 349(h).

23 E. That defendants, their affiliates, successors, transferees, assignees, and the officers,
24 directors, partners, agents, and employees thereof, and all other persons acting or claiming to act
25 on their behalf or in concert with them, be permanently enjoined and restrained from in any
26 manner continuing, maintaining, or renewing the conduct, contract, conspiracy or combination
27 alleged herein, or from entering into any other conspiracy alleged herein, or from entering into any
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1 other contract, conspiracy or combination having a similar purpose or effect, and from adopting or
 2 following any practice, plan, program, or device having a similar purpose or effect;

3 F. That the Court enter an order of divestiture requiring defendants to rescind and/or
 4 dissolve the cooperation agreements, joint ventures and/or cross-license agreements alleged herein
 5 between and among them used to facilitate the conspiracy alleged herein;

6 G. That plaintiffs and members of the Class be awarded restitution, including
 7 disgorgement of profits obtained by defendants as a result of their acts of unfair competition and
 8 acts of unjust enrichment;

9 H. That plaintiffs and members of the Class be awarded pre- and post-judgment
 10 interest as provided by law, and that such interest be awarded at the highest legal rate from and
 11 after the date of service of the initial complaint in this action;

12 I. That plaintiffs and members of the Class recover their costs of suit, including a
 13 reasonable attorney's fee, as provided by law; and

14 J. That plaintiffs and members of the Class have such other, further, and different
 15 relief as the case may require and the Court may deem just and proper under the circumstances.

16 Dated: November 5, 2007

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JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiffs demand a trial by jury for all issues so triable.

Dated: November 5, 2007

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CERTIFICATE OF SERVICE**IN RE TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION****Master File No. M:07-cv-1827 SI****MDL No. 1827**

I, Monica J. Steele, certify and declare under penalty of perjury that I: am a citizen of the United States; am over the age of 18 years; am employed by Zelle, Hofmann, Voelbel, Mason & Gette LLP, at the address indicated, whose members are members of the State Bar of California and at least one of whose members is a member of the Bar of each Federal District Court within California; am not a party to or interested in the cause entitled upon the document to which this Proof of Service is affixed; and that I served a true and correct copy of the following document(s) in the manner indicated below:

1. INDIRECT-PURCHASER PLAINTIFFS' CONSOLIDATED AMENDED COMPLAINT

- ☐ by today depositing, at San Francisco, California, the said document(s) in the United States mail in a sealed envelope, with first-class postage thereon fully prepaid; (and/or)
- ☐ by facsimile transmission to the parties listed below;
- ☐ by overnight mail to the parties listed below;
- ☐ by today personally delivering the said document(s) to the person(s) indicated below in a manner provided by law, by handing them the documents or by leaving the said document(s) at the office(s) or usual place(s) of business, during usual business hours, of the said person(s) with a clerk or other person who was apparently in charge thereof and at least 18 years of age, whom I informed of the contents.
- ☐ (BY ELECTRONIC MAIL) I caused such document(s) to be emailed to the offices and/or to attorneys of offices of the above named addressee(s).
- ☒ **By USDC Live System-Documents Filing System:** on all interested parties registered for e-filing.

Dated: November 5, 2007

Signed /s/Monica J. Steele
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